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JAX 1

Commission's Exhibit 1A

1-A

THE TEXAS COMPANY
LEGAL DEPARTMENT
135 EAST 42nd STREET
NEW YORK 17, N. Y.

HARRON J. SMLEY, JR.
ATTORNEY

August 20, 1952

FEDERAL TRADE COMMISSION
DOCKET 8435 EXHIBIT NO. 1-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 15 1956 WITNESS
ACE REPORTING CO., Official Reporter
By MONICK

BY HAND

Mr. William W. Rogal
Federal Trade Commission
New York, N. Y.

Your File: 1-21889
1-22441

Dear Mr. Rogal:

Supplementing my letter of this date furnishing you information formally requested, I now submit additional information and data in compliance with your further request.

You have been given access to the files relating to The Texas Company TBA Program and the handling of that Program by the Company. While these files are designated "Sales of Tires", they actually pertain to the entire TBA line of both Goodrich and Firestone.

In the file entitled "Sale of Tires - General", you will find a letter dated January 25, 1952, from Mr. Norton Bronson to Mr. R. L. Saunders, together with prior correspondence in the file, describing generally services rendered by The Texas Company in sale of TBA.

I have been furnished and show below the total number of Texas Company outlets in the United States, broken down by Divisions, and indicated under the classification of Dealers, Consignees, and Distributors. This is computed as of December 31, 1951, which is the latest date for which the Company has such figures. It is my understanding that The Texas Company does not have any "Jobbers".

These figures are:

Faithfully yours for Fifty Years 1902 1952

CX 1(c)

6850

Division	Number of Dealers	Number of Consignees	*Number of Distributors
Boston	2,349	12	31
Buffalo	2,221	10	24
New York	4,121	17	36
Norfolk	5,392	95	36
Chicago	3,233	36	128
Denver	1,628	113	61
Minneapolis	2,768	81	198
Indianapolis	3,108	78	43
Atlanta	3,632	140	17
Dallas	2,270	191	12
Houston	2,360	159	10
New Orleans	2,583	114	24
Butte	966	63	55
Los Angeles	2,520	74	9
Seattle	1,076	42	3
Total	40,227	1,225	687
	(1) 40,128		

*Number of Distributor Bulk Plants. Some Distributors have more than one such plant.

I have been informed that the total number of Texas Company outlets to whom The Firestone Tire & Rubber Company sells its line of TBA products with respect to which it pays The Texas Company a commission on sales is 6,769. The number sold by The B. F. Goodrich Company is 2,596. 2,696 (1) 5,820 (1)

You will find in the same file designated "Sale of Tires - General" a letter dated May 8, 1951, addressed by Mr. Bronson to the four Texas Company Territorial Managers under the subject "The Texas Company TBA Program". This letter indicates generally the procedure followed by The Texas Company in its TBA sales efforts with respect to new Goodrich and Firestone accounts.

I believe this is all of the additional information and data you have requested up to this time.

Very truly yours,

Warren Rogal

WJEjr/MRA

(1) Emp. 31. TR 78-9

C.X. 8852

JAX 3

Commission's Exhibit 2A

THE TEXAS COMPANY
LEGAL DEPARTMENT
135 EAST 42nd STREET
NEW YORK 17, N. Y.

HARVEY J. EPLEY, JR.
ATTORNEY

August 20, 1952

FEDERAL TRADE COMMISSION
DOCKET NO. 6415 EXHIBIT NO. 2A
IN THE MATTER OF B.F. Goodrich & Texaco
DATE SEP 16 1952 WITNESS
NOW REPORTING CO., Official Reporters
By MONICK

BY HAND

Mr. William W. Rogal
Federal Trade Commission
New York, N. Y.

P1690

Your File: 1-~~21869~~
1-22441

Dear Mr. Rogal:

In compliance with your formal request of July 16, 1952, attached is original of letter transmitted to me by Mr. Norton Bronson under date of August 14, 1952, and all enclosures sent to me with Mr. Bronson's letter.

The 1943 contracts attached to Mr. Bronson's letter have been informally amended from time to time by letters, to such an extent that it may be somewhat difficult for one unfamiliar with them to now determine the existing terms and provisions. We shall be glad to clarify any confusion you may encounter along those lines.

The statistical data submitted in Mr. Bronson's letter is confidential, and we understand you will utilize it on this basis.

If there is additional information which you desire, I shall be pleased to give prompt consideration to your further requests.

Very truly yours,

Harvey J. Epley, Jr.

HJEJr/MRA
Enclosure

Faithfully yours for Fifty Years
1902 1952

CX 2(a) 6854

JAX 4

Commission's Exhibit 2B

THE TEXAS COMPANY

New York, N. Y., August 14, 1952

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 2-B
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 15 1956 WITNESS
ACE REPORTING CO., Official Reporter
By MONICK

Mr. M. J. Epley, Jr.

Building

Dear Sir:

You have asked me to assemble the information and data requested in letter dated July 16, 1952, addressed by the Federal Trade Commission to The Texas Company concerning our TBA arrangements. The response to this request is assembled below.

The Texas Company's marketing organization in the U.S. is shown on the attached map, from which it will be seen that there are four geographical territorial supervisory organizations as follows:

(1) Northern Territory with headquarters at New York and Division Offices in Boston, Mass.; Buffalo, N. Y.; New York, N. Y.; and Norfolk, Va.

(2) Central Territory with headquarters at Chicago and Division Offices in Minneapolis, Minn.; Denver, Colo.; Chicago, Ill.; and Indianapolis, Ind.

(3) Southern Territory with headquarters office at Houston, Texas, and Division Offices in Dallas, Texas; Houston, Texas; New Orleans, La.; and Atlanta, Ga.

(4) Pacific Coast Territory with headquarters at Los Angeles, Cal. and Division Offices in Seattle, Wash.; Butte, Mont.; and Los Angeles, Cal.

The states included in each Division are shown by the Division and Territorial lines indicated on the map attached as Exhibit "A".

Exhibit "B" indicates the usual line of authority, down to the field selling organization, with particular reference to TBA.

The Texas Company does not have any subsidiary or controlled interests servicing the domestic market in the U.S.

The Texas Company has agreements for commissions on the sale of TBA to its dealers and consignees and distributors only for the products marketed by The B. F. Goodrich Company, Akron, Ohio, and The Firestone Tire and Rubber Company, Akron, Ohio.

The contracts entered into with these companies in 1943 have been modified or amended by letter on various occasions. Two folders are attached properly designated containing photostats of the basic contracts, and we believe all letters changing the terms and provisions of such contracts.

CX 2 6856

JAX 5

Commission's Exhibit 2C

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO.

Mr. M. J. Epley, Jr. -2- August 14, 1952

All statistics and information in this memorandum unless specified otherwise, as requested by the Commission are only for the period January 1, 1951, to July 1, 1952.

The total dollar volume of sales of TBA to The Texas Company for its own consumption by The B. F. Goodrich Company was $269,405, and by The Firestone Tire and Rubber Company was $639,400. Sales to The Texas Company for resale are made at only two of our more than 40,000 service stations. Sales to the first of these stations by The B. F. Goodrich Company for $2,177.86 (for 27 months through May 31, 1952) and sales to the other station were by The Firestone Tire and Rubber Company amounting to $762.16. No commission of any kind was received by The Texas Company on any sales described in this paragraph.

The total dollar volume of sales for the above period to Texas Company dealers, consignees and distributors on which a sales commission, allowance, or other compensation was paid totaled $16,789,735 by The B. F. Goodrich Company and $39,288,708 by The Firestone Tire and Rubber Company.

The total amount paid to The Texas Company by The B. F. Goodrich Company as commissions, allowances, or compensation on volume of sales in the preceding paragraph was $1,399,289.16 and by The Firestone Tire and Rubber Company was $3,330,713.77.

Original reports of purchases made by customers in Washington, D.C.; Baltimore, Md.; Philadelphia, Pa.; and Richmond, Va. for the above period are available for your inspection.

Very truly yours,

Victor Brown

HB:SD

CX 2(c) 6856

Commission's Exhibit 2D

6860

JAX 7

Commission's Exhibit 2E

B

FLOW OF AUTHORITY CHART - TBA

Vice President - Sales
National Jurisdiction

General Manager - Sales
National Jurisdiction

Manager, Tire Sales Div. (TBA)
Asst. Mgr., Tire Sales Div.
National Jurisdiction

Territorial Manager
Asst. Territorial Mgr., (Sales Prom.)
Regional Jurisdiction

Division Manager
Asst. Division Mgr., (Sales Prom.)
Division Jurisdiction

Representative (TBA Promotion)
Division Jurisdiction

State Manager
State Jurisdiction

Zone Manager
Zone Jurisdiction

Salesman
Assigned Territory within Zone

Commission's Exhibit 3A

(6865)

[LETTERHEAD OF]

THE B. F. GOODRICH COMPANY
Akron, Ohio

Office of
VICE PRESIDENT

November 23, 1943

Mr. W. H. Kershaw
The Texas Company
135 East 42nd Street
New York, N. Y.

Dear Mr. Kershaw:

In consideration of the aid to be given and the services to be rendered by your sales organization in connection with promoting the sale of Goodrich products, The B. F. Goodrich Company agrees that, effective as of October 1, 1943, it will pay The Texas Company a sales commission on all net purchases of Goodrich tires, tubes, batteries and auto and home supplies by any Consignee, Distributor, or Dealer handling Texaco gasoline exclusively, based upon the following classification of accounts and at the rate of commission set opposite each classification:

	Classification of Account	*Rate of Commission*
(1) All Texaco Dealers operating locations owned in fee by The Texas Company or leased to The Texas Company (except where such locations are leased to Goodrich and operated by it as one of its stores).	"C"	10%
(2) All other Texaco Sales Contract Dealers	"D"	10%

(JAX 8 *continued on next page*)

Commission's Exhibit 3A

(3) All Texaco Consignees and Distributors, (including Consignee-operated and/or Distributor-operated "Store Front" locations handling the complete B. F. Goodrich line).	"B" (Cons.) "E" (Distr.)	7½% 7½%
Except Consignees and Distributors functioning under Goodrich-Agency Program, on which the sales commission for auto and home supplies, including batteries, shall be as in the preceding paragraph but on which the sales commission on tires and tubes will be	"BW" (Cons.) "EW" (Distr.)	5% 5%

We also agree to pay you a sales commission on

Commission's Exhibit 3B

(6867)

Mr. W. H. Kershaw

Page 2.

	Classification of Account	*Rate of Commission*
all sales we make of tires, tubes, batteries and auto supplies to your Transport Haulers with whom you have contracts for the transportation of your products from one point to another on the basis of an agreed haulage rate.	"T"	7½%

Said commission will be paid upon all net purchases made by all of the above mentioned classifications of Texaco accounts, excepting, however, such "D" accounts as are not approved by The B. F. Goodrich Company, and such "C" accounts where their location would cause a conflict with our already established distribution.

The term "net purchases" is defined as total billings at net invoiced price, less all returned goods, and other allowances, discounts and credits, except volume bonus and cash discount.

This agreement supersedes all previous agreements of similar character and will continue in force until terminated by either party on one hundred and twenty (120) days' written notice to the other.

Yours very truly,

THE B. F. GOODRICH COMPANY

By: JAMES J. NEWMAN
James J. Newman
Vice President

ACCEPTED:

THE TEXAS COMPANY

By: W. H. KERSHAW

JAX 10

Commission's Exhibit 5

The B. F. Goodrich Company

FIRST IN RUBBER SINCE 1870 — OVER 30,000 RUBBER PRODUCTS

AKRON OHIO

August 7, 1944

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION'S EXHIBIT NO. 5
IN THE MATTER OF B.F. Goodrich + Texas Co
DATE SEP 10 1948 WITNESS
NATIONAL REPORTING CO., Official Reporter
By MONICK

Mr. H. A. Wright
The Texas Company
135 East 42nd St.
New York 17, N. Y.

Dear Harry:

I phoned your office last Friday and had a little talk with Lou, but was sorry to find that you were not expected back until today.

You wrote me under date of July 17, asking what items are not included for payment of sales commission that might be sold to some of your dealers. For your information the following is a complete list although some of these items, of course, are not available at this time:

Adjustments Tires + Tubes
Seconds Tires & Tubes
Wheels and Parts
Rental Batteries
Transportation - Freight
Advertising
Battery Service Kits
Equipment
Budget Dealer Stationery
Hydrometers
Anti-Freeze Testers

Very truly yours,

THE B. F. GOODRICH COMPANY

Geo. A. Soban

Merchandise Manager
Tire Division

J A Soban
a k

Commission's Exhibit 8

JAX 11
Commission's Exhibit 6

902.3[illegible]
Product
Contract file

THE TEXAS COMPANY
135 EAST 42ND STREET
NEW YORK 17, N.Y.

WALTER HOGHULI
GENERAL SALES MANAGER

February 21st, 1948

Mr. J. J. Bowen
The B. F. Goodrich Company
Akron, Ohio

Dear Mr. Bowen:

In your letter to us of December 22nd, 1947 there was outlined a sales consolidation arrangement [illegible] and invited us to consider if our sales organization in connection with the production of the sale of Goodrich products.

Under one part of this arrangement we are to receive a sales consideration of [illegible] per gallon for all Texaco Delaney [illegible] sold in Ky by the Texas Company on behalf of the Tire Company (except those such locations not leased to Goodrich and operated by it as one of its stations).

This is to inform you that from this date, in the case of any leased locations, as mentioned above, where the dealer has been handling B. F. Goodrich Company products for a long period of time providing our lease, or where Goodrich have a substantial financial investment in such an account, we will give consideration to any request you may make to exclude such account from our sales consolidation arrangement.

It is anticipated that any such exception will be discussed with our New York office before a definite decision is reached.

Very truly yours,

Walter Hoghuli

WALTER HOGHULI

WH:BB

6473

Commission's Exhibit 6

THE TEXAS COMPANY
135 East 42nd Street
New York 17, N. Y.

February 23rd, 1959

Mr. J. J. Bowers
Vice-President, Production
Texas Company
Houston, Texas

Dear Mr. Bowers:

In your letter of the 20th of December from Lake Charles, you have not included a copy of Texas Company contract with the City and Chamber to be endorsed by our mutual engineers in connection with the production of gas sold to Southern Natural.

Enclosure (1) of your letter of December 20 was by no means a copy of contract of 1954 for which made by you to Gulf Transmission Company (Southern Natural is now by the Texas Company as lessee of the Texas Company Chemical Plant which contracts are issued by Southern and operated by it as one of the stockholders).

Please be so kind as to send us a copy of the contract of your general location, as mentioned above, which has been dealing with Gulf Transmission for a long period of time prior to your lease, or some contract with a substantial financial interest in such an agreement, or will give consideration to any request you may make to supplies such copies from our main contract arrangements.

It is understood that any such conversation will be discussed with our New York office before a definite decision is reached.

Very truly yours,

WALTER SCHMIDT

WS:MM

1273

Commission's Exhibit 8

The B.F. Goodrich Company

FIRST IN RUBBER SINCE 1870 — OVER 30,000 RUBBER PRODUCTS

AKRON OHIO

January 2, 1948

Mr. Marton Bronson
The Texas Company
135 E. 42nd St.,
New York 17, New York

Dear Mr. Bronson:

Your letter of November 12 called to my attention a previous conversation regarding the addition of dealers of distributors to the B-47 list, and asked for a confirmation of our policy on this subject.

Inasmuch as there are occasional cases where it is impractical to inaugurate a TBA program with a Texaco consignee or distributor for any one of several reasons, we often solicit and sell all dealers serviced by such consignees or distributors through other channels. (Includes "C" and "D" type dealers as well as dealers under contract with the distributor, if dealing exclusively in Texaco petroleum products and so identified.)

In their solicitation, we ask the aid and cooperation of your sales organizations. In view of this, we are agreeable to all such dealers being listed on the B-47 report, subject to the same review and approval by the B. F. Goodrich District Manager as applies in the case of Texaco dealer accounts generally.

Very truly yours,

THE B. F. GOODRICH COMPANY

E J Lewis

Manager,
Petroleum Co. Tire Sales

E J LEWIS
mls

6874

Commission's Exhibit 10

Commission's Exhibit 11

The B. F. Goodrich Company

July 14, 1950

Mr. E. J. Lewis
The B. F. Goodrich Company
Akron, Ohio

Dear Mr. Lewis:

According to our records, the following items are not subject to sales commission when sold to Tennes dealers:

[redacted] - tires and tubes
[redacted] - tires and tubes
[redacted] - freight
[redacted] Service Kits
[redacted] chaiseuse
[redacted] service
[redacted] competitive manufacturer
[redacted]
[redacted] heaters
[redacted] water heaters
[redacted] heaters
[redacted] television sets

Power Lawn Mowers

(Sprayer Auto, Radios)

Will you please check this list and advise whether or not our records are complete.

Very truly yours,

MW:SD

Signed: M. A. WOLPE

6881

1878

JAX 14

Commission's Exhibit 11

760 14

a-1

The B. F. Goodrich Company

FIRST IN RUBBER

AKRON, OHIO

July 21, 1950

Mr. M. A. Wolfe
The Texas Company
135 E. 42nd St.,
New York 17, New York

Dear Mr. Wolfe:

Your letter of July 14 requested that we check your listing of items not presently subject to sales commission when sold to Texaco dealers.

A careful check has been made and we find the list accurate and complete with the following exceptions:

Two classifications have been obsolete and inactive, but may again become a factor at some future date. These are: "Used Government Surplus Tires" and "Tires of Competitive Manufacturer".

Power Lawn Mowers do not show on the listing and should be added. Sales of conventional Lawn Mowers are included for sales commission purposes.

After the listing, "Motorola Radios" we suggest you insert "(except Auto Radios)".

These minor revisions will bring your listing entirely up-to-date.

Very truly yours,

THE B. F. GOODRICH COMPANY

E J Lewis

Manager,
Petroleum Company Tire Sales

E J LEWIS
nlh

6883

JAX 15

Commission's Exhibit 12

The B. F. Goodrich Company

FIRST IN RUBBER

AKRON, OHIO

March 17, 1952

Mr. Norben Bronson
The Texas Company
Chrysler Building
New York 17, New York

Dear Mr. Bronson:

As you know, it has been our policy to include recapped tires for sales credit and sales commission when the capping service and carcasses are purchased as a complete unit from a B. F. Goodrich plant. Purchases of recapping service only, resulting when the dealer furnished his own tire carcasses, have not been subject to sales credit and sales commission.

Effective with April business, the exception described above is being eliminated and all purchases of recapping service from B. F. Goodrich plants will, hereafter, be subject to sales credit and sales commission.

Very truly yours,

THE B. F. GOODRICH COMPANY

Manager,
Petroleum Company Tire Sales

E J LEWIS
lmd

JAX 16

Commission's Exhibit 13A

9 2 31

THE Firestone Tire & Rubber Company

HARVEY S. FIRESTONE
FOUNDER

ARROW, OHIO

September 15, 1943

Mr. W. H. Kershaw
The Texas Company
135 E. 42nd Street
New York, New York

Dear Mr. Kershaw:

In consideration of the assistance and cooperation to be given The Firestone Tire & Rubber Company by your sales organization in promoting the sale of Firestone products, The Firestone Tire & Rubber Company will pay The Texas Company, effective as of August 21, 1943, a sales commission on all net purchases of Firestone Tires and Tubes, and Home and Auto Supplies, including batteries, sold by Firestone to any Consignee, Distributor, Tank Car Buyer or Dealer handling Texaco gasoline 100%, on the following basis:

	Classification of Account	Rate of Commission
(1) All Texaco Dealers operating locations owned in fee by The Texas Company or leased to The Texas Company (except where such a location is leased or subleased to Firestone and operated by it as one of its stores)	"C"	10%
(2) All other Texaco Sales Contract Dealers	"D"	10%
(3) Texaco Tank Car Buyers		
(a) Buying gasoline exclusively for resale at retail in one or more service stations operated by such Buyer	"D"	10%
(b) Buying gasoline for resale by tank-wagon to service stations not operated by such Buyer	"E"	7½%
(4) All Texaco Consignees and Distributors, including Consignee-operated and/or Distributor-operated "Store Front" Locations with Firestone Complete Business Franchise	"B" (Cons.) "E" (Distr.)	7½% 7½%
Except Consignees and Distributors functioning under Firestone Wholesaler Program, on which the sales commission for Home and Auto Supplies, including batteries, shall be as in the preceding paragraph but on which the sales commission on tires and tubes is to be	"BW" (Cons.) "EW" (Distr.)	5% 5%

6887

KEEP 'EM ROLLING!

JAX 17

Commission's Exhibit 13B

-2-

Classification Date of
of Account Resolution

(5) Notwithstanding the foregoing, the sales commission to be paid on net purchases of Home and Auto Supplies, including Tubetone, made from Firestone on a maximum discount basis (currently 25% Dealer Key Dealer) by any of the above classifications is to be 4% 5%

It is understood that sales commission will be paid upon net purchases made by all of the foregoing classifications of Tennco accounts as outlined except such Tennco Sales Contract Dealers, Jack Bar Payers, and Distributors as are not approved by The Firestone Tire & Rubber Company.

The term 'net purchases' is defined as the net receivable to Firestone resultant from total billings at invoice price, less all returned goods, allowances, volume or quantity discounts and other credits, except cash discounts.

This agreement supersedes all previous agreements of similar character and will continue in force until terminated by either party on one hundred and twenty (120) days' written notice to the other.

Very truly yours,

THE FIRESTONE TIRE & RUBBER COMPANY

By: [signature]
Vice President

ACCEPTED:
THE TENNCO COMPANY

By: [signature]

6889

JAX 18

Commission's Exhibit 14

14

THE

Tire & Rubber Company

HARVEY S. FIRESTONE
FOUNDER

GENERAL OFFICES
AKRON, OHIO

AKRON 17, OHIO
July 25,
1944

REC'D

Mr. H. A. Wright
The Texas Company,
135 East 42nd St.,
New York 17, N. Y.

Dear Mr. Wright:

In answer to your letter of July 17th, perhaps the following information written from our General Instructions will serve the purpose of advising your districts concerning sales which are reported by our districts.

1. "We do not report sales made through store front locations where the location is not directly a part of the service station operation. This applies to either C or D accounts, as we have recognized store front locations involving your consignees and distributors.

2. We do not include the following when reporting sales:

Used tires and tubes
Adjustment sales
Wheels, rims, and weights
Mechanical goods
Home & Auto Supplies, purchased locally by stores
Equipment items (air compressors and vulcanizing equipment, battery testing equipment, etc.)
Advertising material

3. We do not include sales made by one oil company qualified account to another oil company qualified outlet, where Firestone pays a sales commission to the other oil company on such sales.

It is of course understood that we report on a net sales basis after deduction of quantity discounts, volume bonuses, wholesale commissions, and excise taxes, also the increase mark-up on tires and tubes, and any other similar deductions, excepting cash discounts.

I think it will be helpful for you to advise your districts in this connection, as we are having some difficulty with your people in our districts, because they are taking figures from our statements, which include the above and therefore feel that they have not received proper sales credit on the S-47 report.

Yours very truly,

J. A. Wadsworth
J. A. Wadsworth, Manager
Petroleum Sales

JAA:kh

Listen to the Voice of Firestone every Monday Evening over N.B.C.

JAX 19

Commission's Exhibit 17

HARVEY S FIRESTONE
FOUNDER

GENERAL OFFICES
AKRON 17 OHIO

AKRON 17, OHIO

December 15,
1948

Mr. M. A. Wolfe
The Texas Company
135 East 42nd Street
New York, N. Y.

Dear Mr. Wolfe:

You recently wrote Mr. Addison regarding your discussions concerning the "DE" accounts. As you know, he has been out of town for some time; and he has asked me to acknowledge your letter and to confirm these arrangements, as set forth in your letter.

We have prepared revised Operating Instructions to our field, which should go forward to our districts very soon. Our instructions covering "DE" accounts will read as follows:

Dealers in Oil Company distributor or jobber territories - Includes only dealers handling oil companies gasoline 100% in oil company distributor or jobber territories where distributor or jobber is not now handling Firestone. Nomination and approval of such accounts must be individually agreed upon jointly by Oil Company Division and Firestone District Managers. Such Dealers of Distributors currently handling Firestone who were handling the oil company's petroleum products subsequent to January 1, 1944, may be nominated and qualified and sales may be reported beginning with June 21, 1948.

We trust that this will verify the arrangements and enable you to pass on the necessary information to your division offices.

Yours very truly,

G. M. Elliot
Petroleum Sales

GME:ph

6897

Listen to the Voice of Firestone every Monday Evening over N.B.C.

(PRO)

LEASE

Agreement dated the _____ day of _____, 19____, by and between THE TEXAS COMPANY, a Delaware corporation, having a place of business at _____ (lessor) and _____ of _____ (lessee) WITNESSETH:

(1)—Premises Leased. Lessor does hereby lease and permit lessee to enter upon, use and occupy for the purposes and on the conditions herein set forth the following described property situated in the City of _____ County of _____, State of _____, described as follows:

together with the buildings, improvements, fixtures, equipment and facilities of lessor now located on said premises as follows:

FEDERAL TRADE COMMISSION
DOCKET NO. 6480 COMPANY'S EXHIBIT NO. 18
IN THE MATTER OF B F Goodrich + Texas Co's
DATE SEP 10 1956 WITNESS _____
ACME REPORTING CO., Official Reporter
By MOMICK

and such other buildings, improvements, tools, fixtures, equipment and facilities owned or leased by lessor as may now be on said premises or as lessor may hereafter, during the continuance of this lease, erect or place thereon.

(2)—Term. This lease shall remain in full force and effect for a period of one (1) year beginning _____ and ending _____, and thereafter from year to year, subject to termination by either party at the end of the first year or any subsequent year on ten (10) days' prior written notice; but subject always to the condition that if lessor is holding said premises under lease from a third party, said term shall not continue beyond the date of lessor's tenancy, which tenancy may terminate by failure to renew or extend the term of said lease at the expiration or cancelation thereof or by a voluntary surrender of lessor's rights, it being understood that lessor shall have full and complete freedom to cancel and terminate its said tenancy without the consent of lessee and shall be under no obligation to exercise any option it may have to renew or extend the term of any lease under which it holds or may hold said premises or to exercise any option of purchase of said premises which it may hold.

(3)—Rental. Lessee agrees to pay to the lessor, as rent for the use of the above described premises:

Strike out inapplicable Provisions

(a) A sum of $_____ per month payable in advance, on the first day of each and every month; or,

(b) A sum of $_____ per month, plus _____ cents per gallon for each gallon of gasoline delivered to the demised premises for resale in excess of _____ gallons per month, such rental to be payable on the 15th day of each month following the month for which the rental is due; or,

(c)

Cisley EXHIBIT 42
OBTAINED 8-27 1952 by mail
BY W W Cooper
ATTORNEY-EXAMINER
FILE NO. 17737

6880
Cy 10

Commission's Exhibit 18B

(4)—Use. Lessee shall use the said premises and the buildings, improvements and facilities thereon primarily for the operation of a gasoline service station and the sale of automobile accessories; but in no event shall said premises be used for any unlawful or offensive purpose. Lessee shall not suffer or permit the said premises to be vacant or unattended for any period in excess of 48 hours.

(5)—Maintenance. Lessee shall, during the term of this agreement, maintain the said premises, buildings and equipment, in good repair and in a clean, safe and healthful condition. In event of lessee's failure so to do, the lessor may make the necessary repairs for the account of lessee. Lessee shall make no change, alteration or substitution in the demised premises, buildings or equipment, except such as may be necessary to enable lessee to continue business on said premises, unless the consent in writing of lessor be first obtained.

(6)—Licenses. The lessee shall obtain all necessary licenses or permits to do business on the leased premises, which [illegible] any municipal ordinances, state law or regulation, governmental authority, or otherwise, and shall pay all fees in connection therewith as well as fees imposed by reason of inspections of the leased premises or the equipment situated thereon.

(7)—Re-Delivery. Upon the expiration of this agreement or the termination thereof, lessee shall yield up and return to lessor the said premises and all the said buildings, improvements, fixtures, tools, equipment and facilities in as good condition as when received by lessee, ordinary wear and tear excepted.

(8)—Holdover. If, at the expiration or termination of this lease or any extension thereof, lessee should hold over with the consent of lessor, express or implied, the tenancy of the lessee thereafter shall be from month to month only and be subject to all of the other terms and conditions of this lease, in the absence of a written agreement to the contrary.

(9)—Gas, Water and Electricity. The lessee, during occupancy of the leased premises, shall pay all charges accruing for gas, water and electricity. Upon his failure so to do, the lessor may pay such charges and, in that event, such charges shall be added to the rental payable and shall be collectible as rent.

(10)—Lessee's Default. In the event said premises are closed or unattended for any period in excess of forty-eight (48) hours, default by lessee in the payment of rent or breach of any of the terms, covenants and conditions of this lease, or if bankruptcy or insolvency proceedings are instituted by or against lessee, or if lessee becomes insolvent, or if lessee files a petition for a composition or extension under Section 74 or 77B of the Bankruptcy Act, or if any attachment, garnishment, execution, or any other legal process or proceedings is levied or instituted by anyone other than lessor against the said premises, or any of the equipment thereon, or if lessee sells, assigns, pledges, or mortgages the said premises, or any part thereof, or attempts to do so, or allows any lien to attach thereto, or in event of death of lessee, lessor may, without notice, immediately terminate this agreement and all lessee's rights hereunder, and reenter and, in any manner, resume possession of said premises, improvements and facilities, the lessee hereby waiving all statutory rights inconsistent herewith.

(11)—Waiver. It is agreed that the waiver by lessor of any breach of any covenant, condition or stipulation contained herein shall not be considered to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation of this lease nor affect or prejudice any of lessor's rights or remedies hereunder.

(12)—Lessee held by Lessor. This lease is subject to the terms and conditions of the lease, if any, between lessor and the owner or tenant of the demised premises, and also any extension, renewal, or new lease, on the demised premises.

(13)—Notice. Notices from lessor to lessee shall be sufficient if placed in the United States mails, addressed to the leased premises, and any such notice shall take effect at the time of the mailing thereof. Notices from lessor to lessee shall also be sufficient if delivered to lessee or left on the leased premises in any manner. Notices from lessee to lessor shall be sufficient if posted in the United States mails, postage prepaid, addressed to the lessor's place of business as shown in this lease.

(14)—Assignment. The lease hereby given may not be assigned, transferred or sublet, either in whole or in part, by lessee without the written consent of lessor. Lessor's consent, however, shall not be unreasonably withheld.

(15)—Entirety of Agreement. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this lease.

(16)—Approval and Execution by Lessor. This agreement, whatever the circumstances, shall not be binding on the lessor unless and until approved and signed in its behalf by an Executive Officer, or by any of the following employes of the Domestic Sales Department: General Manager, Assistant General Manager, Manager Dealer Sales, Territorial Manager, Assistant Territorial Manager, Division Manager, or Assistant Division Manager.

IN WITNESS WHEREOF the lessor and lessee have hereunto caused their names to be subscribed the day and year first above written.

THE TEXAS COMPANY (LESSOR)

Attest:_____ By_____

Witness:_____ _____

(LESSEE)

Witness:_____ _____

Approved as to: Tags_____ Description_____ Form_____

Commission's Exhibit 19A

Form [illegible]

THE TEXAS COMPANY

No. _____

AGREEMENT OF SALE (in duplicate) made on the _____ day of _____, 19__, between THE TEXAS COMPANY, a Delaware corporation, having a Division Sales Office at _____, hereinafter called Seller, and _____ of _____, hereinafter called Purchaser.

(1)—Sale. Seller hereby sells and agrees to deliver and Purchaser buys and agrees to receive and pay for the following products of the kind and quality available by Seller at time and place of delivery in quantities specified from time to time by Purchaser, but in respect of each product not less per year than the minimum, nor more per year than the maximum quantity stated below:

Product	Minimum	Maximum
(a) Texaco Sky Chief Gasoline	_____ gallons	_____ gallons
(b) Texaco Fire-Chief Gasoline	_____ "	_____ "
(c) Texaco Motor Lubricants	_____ "	_____ "
(d) Texaco Motor Lubricants	_____ pounds	_____ pounds
(e) _____	_____	_____

(2)—Point(s) of Delivery. _____

(3)—Price. The prices f.o.b. _____ are:

a. For Texaco Sky Chief Gasoline, and Texaco Fire-Chief Gasoline: Seller's posted dealer price therefor at time of delivery, as posted for the area in which delivered at the bulk plant from which deliveries are made.

b. For Texaco Motor Lubricants: The prices shown on Seller's Schedule for Motor Lubricants, hereinafter referred to as "Seller's Schedule," in effect at time and place of delivery. (Schedule now in effect, dated _____, 19__, is hereto attached.)

(4)—Delivered Discounts. If, during the yearly period commencing on the date hereof or any anniversary of said date, Purchaser accepts and pays for the quantity specified below of Motor Lubricants shown in Seller's Schedule, Seller will allow and pay or credit Purchaser at the end of each yearly period the following delivered discounts:

	Quantity	Delivered Discount
a. Oils:	From 500 to 1000 gallons	_____ ¢ per gallon
	From 501 to 1000 gallons	_____ ¢ " "
	Over 1000 gallons	_____ ¢ " "
b. Greases:	From 400 to 900 pounds	_____ ¢ per pound
	900 or more pounds	_____ ¢ " "

Provided, however, that if, under this agreement or otherwise, Purchaser purchases, accepts and pays for motor lubricants set forth on the attached schedule, and special discounts are allowed at time of such purchases (hereinafter called "special purchases") the quantity of special purchases shall be added to other purchases hereunder in determining the total quantity on which the delivered discount is allowable, but the delivered discount otherwise hereunder on special purchases shall be paid only in the difference between the special discount(s) allowed at time(s) of the special purchase(s) and the applicable delivered discount hereinabove set forth.

(5)—Terms of Payment:
Gasoline: C. O. D. net.
Motor Lubricants: C. O. D. less 1% of price, exclusive of any tax included therein or added thereto.

(6)—Other Provisions. The Provisions of Agreement printed on the reverse side hereof, except those that by their terms are inapplicable, are parts of this agreement.

(7)—Duration of Agreement. This agreement shall remain in full force and effect from _____ to _____ and thereafter from year to year; provided, however, that

a. Either party may terminate this agreement on the last prescribed date or any succeeding anniversary thereof by giving written notice to the other at least thirty days prior to the date upon which termination shall become effective; and

b. If this agreement covers delivery at locations leased by Seller to Purchaser, it shall automatically terminate upon termination or cancellation of such leases; and

c. Either party may terminate this agreement forthwith by written notice upon failure of the other party to perform strictly any of the obligations imposed upon the other hereby.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 19
IN THE MATTER OF The Texas Co
DATE SEP 10 1956 RECEIVED
AUK REPORTING CO., Official Reporter
by MONCK

(Purchaser)

Witness: _____ By _____

Witness: _____ THE TEXAS COMPANY (Seller)

_____ By _____

Countersigned by: _____

Delay
Received 4-3
Recorded 4-9-52 [illegible]
By W. W. [illegible]
ATTORNEY-CLERK

File No. 149690

6001

JAX [illegible]

Commission's Exhibit [illegible]

PROVISIONS OF AGREEMENT

Validity of Agreement.—No prior stipulation, agreement or understanding of the parties or their agents shall be valid or enforceable unless embodied in this agreement or covered by these provisions.

Delivery.—Unless otherwise stated in this agreement, delivery shall be deemed complete when goods, properly consigned, are placed free on board cars, boats or other vehicles.

Waiver.—The rights of either party to require strict performance by the other of any and/or all obligations imposed upon the other by this agreement shall not in any way be affected by any previous waiver, forbearance or course of dealing.

Tank Cars.—[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Claims.—[illegible]

Taxes.—[illegible]

Price Revision.—[illegible]

Freight Rates.—[illegible]

Monthly Shipments.—[illegible]

Approximate Quantities.—[illegible]

Trademarks and Names.—[illegible]

Assignability.—This agreement shall not be assigned by the Purchaser without the written consent of the Seller.

Approval and Signing.—[illegible]

[illegible]

THE TEXAS COMPANY

No. _____

AGREEMENT OF SALE (in duplicate) made on the _____ day of _____, 19___, between THE TEXAS COMPANY, a Delaware corporation, having a Division Sales Office at _____

hereinafter called Seller, and _____

of _____

hereinafter called Purchaser.

(1) SALE—Seller hereby sells and agrees to deliver and Purchaser buys and agrees to receive and pay for the following products of the kind and quality marketed by Seller at time and place of delivery in quantities specified from time to time by Purchaser but not less per year than _____

_____ gallons of _____

_____ gallons of _____

and _____ pounds of _____

and not more per year than _____ gallons of _____

_____ gallons of _____

and _____ pounds of _____

(2) POINTS OF DELIVERY. _____

(3) PRODUCTS AND PRICES—The products and the prices therefor, f.o.b. _____ are:

PRODUCTS	PRICES
TEXACO	
TEXACO	
TEXACO	
TEXACO	
TEXACO	
TEXACO	
TEXACO	
TEXACO	
TEXACO	
TEXACO	
TEXACO	

VERIFIED, SHADE COMMISSION
COPY OF ORIGINAL FILED IN THE
IN THE MATTER OF
DATE SEP 10 1964
RECORDING CO. Official Reporter
By

(4) TERMS _____

(5) PLACE OF PAYMENT _____

(6) OTHER PROVISIONS—The Provisions of Agreement printed on the reverse side hereof, except those that by their terms are inapplicable, are parts of this agreement.

(7) DURATION OF AGREEMENT—This agreement shall remain in full force and effect from _____ to _____ and thereafter from year to year; provided, however, that

a. Either party may terminate this agreement on the last mentioned date or any succeeding anniversary thereof by giving written notice to the other at least sixty days prior to the date upon which termination shall become effective; and

b. Either party may terminate this agreement forthwith by written notice upon failure of the other party to perform strictly any of the obligations imposed upon the other hereby.

_____

_____ PURCHASE _____

OBTAINED _____ 19 _____

Witness: BY _____

ATTORNEY-IN-FACT

(Purchaser)

Witness: FILE NO. _____ By _____

Negotiated by: THE TEXAS COMPANY (Seller)

By _____

6903

Commission's Exhibit 20B

PROVISIONS OF AGREEMENT

Entirety of Agreement.—No prior stipulation, agreement or understanding of the parties or their agents shall be valid or enforceable unless embodied in this agreement or covered by these provisions.

Delivery.—Unless otherwise stated in this agreement, delivery shall be deemed complete when goods, properly consigned, are placed free on board cars, boats or other vehicles.

Waiver.—The right of either party to insist strict performance by the other of any and/or all obligations imposed upon the other by this agreement shall not in any way be affected by any previous waiver, forbearance or course of dealing.

Tank Cars.—Any tank cars furnished by the Seller shall be discharged by the Purchaser immediately upon arrival and delivered back to the railway from which they were received, billed in accordance with forms furnished by the Seller, and for any cars of the Seller detained more than 48 hours the Purchaser, besides paying such demurrage as may accrue, shall pay the Seller the amount per car stated in this agreement, or if not stated, then Two ($2.00) Dollars for each day or portion of a day after expiration of 48 hours.

Vessel Deliveries.—When shipment is made by boat, lighter, tank ship, or other vessel, the Purchaser immediately upon arrival thereof shall furnish, without cost to the Seller, berth at which the vessel may be safely afloat at all times, together with the necessary conveniences and facilities for foreboard, and shall receive the product as fast as it can be conveyed. The [illegible] be pumped out at the expense of the Seller, its risk and responsibility ending at the boat's rail. In ports where this is not allowed on board spaces, the Purchaser shall find and furnish storm for discharge of product. The lay days or free detention time for specifically agreed upon at the time of execution of this agreement.

Deliveries in Drums.—Products as provided for in this agreement may be delivered in metal drums of 55-gallon, 30-gallon or 55-gallon capacity, or in steel barrels of 55-gallon capacity. Unless otherwise stated in this agreement, the Purchaser shall repaint the property of the Seller, and a deposit will be charged for them on the basis of the rates in effect at the time of the delivery. Purchaser agrees to empty these containers and not to place therein any other product, and to return the same as soon as possible, but in no event later than ninety (90) days from the date of delivery, in as good condition as when received, less ordinary wear and tear, at Seller's expense, by transportation as directed by the Seller. Such containers shall be cumbrite and in usable condition with all parts and fixtures intact, and upon the return thereof to the Seller in compliance with the foregoing, Seller will refund to the Purchaser the deposit charge previously paid.

Force Majeure.—Failure (in whole or in part) or delay on the part of either party in the performance of any of the obligations imposed upon such party hereunder shall be excused and such party shall not be liable for damages or otherwise on account thereof, when such failure or delay is the direct or indirect result of any of the following causes, whether or not existing at the date hereof, and whether or not reasonably within the contemplation of the parties at the date hereof, namely: Acts of God, earthquakes, fire, flood, or the elements, malicious mischief, insurrection, riot, strikes, lockouts, picketing, labor disturbances, public enemy, war (declared or undeclared), compliance with any federal, state or municipal law, or with any regulation, order, rule, recommendation, request or suggestion (including, but not limited to, priority, rationing or allocation orders or regulations) of governmental agencies, or authorities or representatives of any government (foreign or domestic) acting under claim or color of authority; total or partial failure or loss or shortage of all or any part of transportation facilities ordinarily available to and used by a party hereto in the performance of the obligations imposed by this agreement, whether such facilities are such party's own or those of others; or, if failure or delay be that of Seller, total or partial loss or shortage of raw or component materials or products ordinarily required by Seller; the causes mentioned or implied by civil or military authorities of any raw or component materials, products, or facilities, including, but not limited to production, manufacturing, transportation and delivery facilities; perils of navigation, even when occasioned by negligence, nonfeasance, default, or error in judgment of the pilot, master, mariners or other servants of the ship's owner; or any cause whatsoever beyond the control of either party hereto, whether similar to or dissimilar from the causes herein enumerated.

If, by reason of any of said causes, Seller is unable to make deliveries to all its customers (whether under contract or not) the failure in whole or in part to make deliveries to Purchaser, while delivering to others, shall not be a breach of this agreement and in such event Seller may, but shall not be obligated to, operate its available supply.

Upon cessation of the cause or causes for any such failure or delay, performance hereof shall be resumed, but such failure or delay shall not operate to extend the term of this agreement nor obligate either party to make up deliveries or receipts, as the case may be.

Seller may suspend deliveries as long as its cost of performance is increased and the increased cost cannot be recovered by an equitable increase in the price to be paid by Purchaser.

Nothing herein contained shall excuse Purchaser from paying Seller, when due, any amounts payable hereunder or pursuant hereto.

Tetraethyl Lead-Treated Gasoline.—Purchaser shall comply with all applicable rules and regulations in existence as well as those which have been or may hereafter be issued by the Surgeon General of the United States Public Health Service or any governmental agency and shall have his employes properly instructed in respect to the same.

Payments.—The Purchaser shall pay for goods without discount or deduction except as stated in this agreement; and if at any time the financial responsibility of the Purchaser shall become impaired or unsatisfactory to the Seller or to the Seller's surety, adequate security to meet the obligations hereunder, cash payments or satisfactory security may be required. A failure to pay any amount when due may at the option of the Seller terminate this agreement as to further deliveries.

Claims.—Any claims for defect or variance in quality or shortage in quantity shall be made, and the Seller shall be notified and given an opportunity to inspect, within two days after the product or goods are delivered, except that if delivery is made in equipment furnished by the Seller such notice and opportunity shall be given before the product or goods are unloaded, and if delivery is made in equipment furnished by the Purchaser such notice and opportunity shall be given before the products or goods move from point of shipment. If equipment furnished by the Seller is in bad order or leaky, the Purchaser shall notify the carrier and secure inspection by the authorized agent of the carrier as to the condition of the equipment before the same is unloaded. Failure of the Purchaser to comply with these requirements shall operate as a waiver of any and all claims by the Purchaser.

Taxes.—Purchaser assumes the payment of any tax and/or duty now or hereafter imposed, directly or indirectly, by the United States, or any State or foreign country, or governmental subdivision thereof, on (a) the goods covered by this agreement and/or (b) the production, manufacture, transportation, sale, use and/or other handling of said goods, and/or (c) the production, manufacture, transportation, purchase, sale, use, exportation, importation and/or other handling of any material contained in said goods or from which said goods are wholly or partly refined or manufactured, and/or (d) the Seller on account of the sale or measured by the sales price of said goods; and the Seller may bill Purchaser for such tax or duty and the Purchaser shall pay the amount thereof.

Price Adjustment.—Seller reserves the right at any time during the period of this agreement to increase or decrease the agreement price provided for herein on thirty (30) days' prior written notice to Purchaser. In the event any such increase or decrease in price is unacceptable to Purchaser, Purchaser shall have the right within said thirty-day period to cancel the agreement on written notice insofar as the particular product or products affected by such increase or decrease in price, effective at the time stated in said notice but in no event later than the last day of said thirty-day period. On the failure of Purchaser to exercise this right of cancellation, the increase or decrease in price shall become automatically effective.

If Seller's right to charge or receive any price payable pursuant hereto, or to revise any such price as herein provided, is restricted or prohibited by law, regulation or order of any Governmental authority, Seller may, from time to time, terminate the provisions of this agreement insofar as they apply to the product or products, the price or prices for which are so restricted or prohibited, upon thirty days' prior written notice to Purchaser. Upon the expiration of said thirty days, it is understood that any such product or products shall be deemed deleted from this agreement but that this agreement shall otherwise continue to remain in full force and effect.

Freight Rates.—The prices mentioned in this agreement are based on existing freight rates, and if under this agreement the Seller is to pay freight, then in case the rates are increased or diminished these prices shall be increased or diminished accordingly.

Monthly Shipments.—If this agreement extends over a period of months, shipments or deliveries shall be made in equal monthly quantities, subject to reasonable seasonal variations as determined by the Seller; provided that, subject to the other provisions of this agreement, the agreed quantity must be taken within the time fixed.

Approximate Quantities.—In case deliveries are made in tanked, bottled, transport truck or tankwagon lots, delivery within ten per cent of amounts called for by this agreement or any installment thereof shall be deemed sufficient deliveries by the Seller, and the actual amounts delivered to be paid for.

Trademarks and Names.—Purchaser shall not sell products purchased from others under the trademark or trade name of Seller, unless Seller shall, after authorization, give special consent in writing; Purchaser, however, shall have the right to use the trademarks and trade names of Seller in handling and marketing products manufactured by Seller or obtained from Seller. Purchaser shall follow directions as to manner of such use given to Purchaser by Seller.

Assignability.—This agreement shall not be assigned by the Purchaser without the written consent of the Seller.

Approval and Signing by Seller.—Agreements covering the sales of merchandise involving amounts not in excess of $25,000 and covering one year or less may be approved and signed on behalf of The Texas Company by any of the following: Manager of National Sales Division, Manager of Marketing Sales Division, Manager of Aviation Sales Division, Manager of Marine Sales Division, Manager of Sales and Assistant Division Manager, Sales Department.

Agreements covering the sales of merchandise to service station dealers accepted upon the Company's standard forms for a period of three years or less than one year may be approved and signed by Division Managers and Assistant Division Managers.

All other agreements must be approved and signed by one of the following:

[illegible] Vice-President, any Vice-President, any General Manager, Assistant General Manager and General Manager of Sales, Manager of Sales Department, Manager of Sales Administration, Manager of Marketing Sales Division, Manager of Aviation Sales Division, Manager of Marine Sales Division, Manager of Sales and Assistant Manager of Territories of the Sales Department; Manager and Assistant Manager of Sales, Manager and Assistant Manager of Sales Administration, Manager and Assistant Manager of Marketing Sales Department, Manager of Aviation Sales Division, Manager of Marine Sales Division; and Manager of Purchasing Department.

Agreements signed on its behalf on short notice, emergency, exclusive, sole and binding on The Texas Company and representatives of parties thereto hereunder prior to such approval and signing shall in no case be considered as a waiver by The Texas Company of the foregoing requirements.

Commission's Exhibit 21A-1

CONSIGNMENT AGREEMENT

FEDERAL TRADE COMMISSION
DOCKET NO. 6466 COMMISSION EXHIBIT NO. 31-4
IN THE MATTER OF Cosden Oil & Chem. Co. & Texas Co.
DATE SEP 10 1966 WITNESS

AGREEMENT, made this _____ day of _____, 19__, between THE TEXAS COMPANY, a Delaware corporation, having its principal office and place of business at _____, hereinafter called Consignor, and _____ of _____, hereinafter called Consignee;

WITNESSETH:

FIRST: Consignor agrees to deliver to Consignee such quantity of Consignor's products as Consignee desires for sale at his place of business at _____ on all the terms and conditions hereinafter set forth.

SECOND: Consignee agrees to:

(1) Promptly account for all Consignor's moneys and property in his possession, and pay Consignor for any shortages which may develop at any time.

(2) Sell the products of Consignor to such customers as Consignee may select, either for cash, or on credit properly authorized, except that Consignee may extend credit (a) to any customer he chooses on his own account and (b) to Consignor's customers in excess of credit limits approved by the Consignor; provided that, in either instance, Consignee pays Consignor cash, on demand, for sales of products so made.

(3) Not sell Consignor's products at less than Consignor's authorized prices.

(4) Not retain any moneys due him from Consignor from or as a charge against funds or any other property of Consignor for which he is accountable.

(5) Bear all expenses incident to the conduct of his business and the sale of products hereunder.

(6) At his own expense, furnish trucks and any other equipment which he may require in the conduct of his business.

(7) At his own expense, hire and pay the wages of all assistants and employes he requires for the operation of his business, and assume full direction and control over and responsibility for all such assistants and employes.

(8) Pay any indebtedness accruing to Consignor at _____

THIRD: Consignor shall:

(1) Have the right at its option to withhold any commissions, moneys or anything of value in its possession belonging to or due Consignee, for the purpose of reimbursing itself for any indebtedness due Consignor by Consignee at any time.

(2) In the event of the termination of this agreement, have the right, for a period of not to exceed three (3) months following the date of such termination to (a) use Consignee's storage facilities for petroleum products located at Consignee's bulk plant premises at _____ (b) replenish its stock of merchandise in such facilities, (c) sell and deliver its products from the said premises, and (d) remove all of its products and other properties therefrom during the said period; provided Consignor pays a rental at the rate of _____ Dollars ($_____) per month for the period said facilities are so used.

(3) Pay (a) freight on products shipped and (b) taxes on Consignor's merchandise, stock and equipment.

(4) Pay Consignee commissions in accordance with the provisions of "Schedule A" attached.

(5) Have the right at reasonable times to enter the premises where the business of Consignee is being conducted hereunder for the purpose of inspecting Consignor's property in Consignee's possession and of auditing Consignee's books and records pertaining to the storage and sale of petroleum products delivered to Consignee under the terms of this agreement.

FOURTH: Title to all products consigned and delivered to Consignee hereunder shall at all times remain in Consignor until they shall have been sold by Consignee in accordance with the terms of this agreement.

FIFTH: Consignee agrees to and does hereby accept full and exclusive liability for the payment of any and all premiums, contributions and taxes for workmen's compensation insurance, unemployment insurance and for old age pensions, annuities and retirement benefits, now or hereafter imposed by or pursuant to federal and state laws, which are measured by the wages, salaries or other remuneration paid to persons employed by Consignee in connection with the performance of this contract; and Consignee further agrees to indemnify and hold Consignor harmless against any liability for any such premiums, taxes or contributions respecting Consignee's employes which may be asserted against Consignor. Consignee further agrees to enter into any agreement that has been or may hereafter be prescribed by any federal or state governmental body or authority in order to effectuate the foregoing purposes.

CX 21A 6905

JAN 27.

Commission's Exhibit 21A-2

SIXTH: If Consignee stores upon premises owned by Consignor property other than Consignor's products, such as tires, tubes, batteries, accessories, and petroleum marketing equipment, title to which is in Consignee or in other persons or corporations, it is understood that any such property is stored at Consignee's own risk and responsibility and that Consignor shall not be liable in any wise for any loss or damage to the same by reason of fire, theft, seepage, explosion or any other cause. Consignee agrees that he will indemnify Consignor and hold it harmless against all such loss and damage.

SEVENTH: The right of either party to require strict performance by the other hereunder shall not be affected by any previous waiver, forbearance or course of dealing.

EIGHTH: (1) This agreement shall continue in full force and effect until terminated by either party on five (5) days' written notice and shall not be assignable by Consignee without the written consent of Consignor.

(2) Any and all agreements heretofore existing between Consignee and Consignor respecting compensation from the sale of Consignor's products are hereby superseded and cancelled, and no modification of this agreement shall be binding unless signed by the parties hereto.

NINTH: FORCE-MAJEURE. — Failure (in whole or in part) or delay on the part of either party in the performance of any of the obligations imposed upon such party hereunder shall be excused and such party shall not be liable for damages or otherwise on account thereof, when such failure or delay is the direct or indirect result of any of the following causes, whether or not existing at the date hereof, and whether or not reasonably within the contemplation of the parties at the date hereof, namely: Acts of God, earthquakes, fire, flood, or the elements, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disturbances, public enemy, war (declared or undeclared), compliance with any federal, state or municipal law, or with any regulation, order, rule, recommendation, request or suggestion (including, but not limited to, priority, rationing or allocation orders or regulations) of governmental agencies, or authorities or representatives of any government (foreign or domestic) acting under claim or color of authority; total or partial failure or loss or shortage of all or any part of transportation facilities ordinarily available to and used by a party hereto in the performance of the obligations imposed by this agreement, whether such facilities are such party's own or those of others; or, if failure or delay be that of Consignor, total or partial loss or shortage of raw or component materials or products ordinarily required by Consignor; the commandeering or requisitioning by civil or military authorities of any raw or component materials, products, or facilities, including, but not limited to producing, manufacturing, transportation and delivery facilities; perils of navigation, even when occasioned by negligence, malfeasance, default, or errors in judgment of the pilot, master, mariners or other servants of the ship's owner; or any cause whatsoever beyond the control of either party hereto, whether similar to or dissimilar from the causes herein enumerated.

If, by reason of any of said causes, Consignor is unable to make deliveries to all its consignees or customers, its failure in whole or in part to make deliveries to Consignee hereunder, while delivering to others, shall not be a breach of this agreement and in such event Consignor may, but shall not be obligated to, prorate its available supply.

Upon cessation of the cause or causes for any such failure or delay, performance hereof shall be resumed, but such failure or delay shall not operate to extend the term of this agreement nor obligate either party to make up deliveries or receipts, as the case may be.

Nothing herein contained shall excuse Consignee from paying Consignor, when due, any amounts payable hereunder or pursuant hereto.

TENTH: This agreement shall not be binding upon The Texas Company until approved and signed on behalf of The Texas Company by an Executive Officer, General Sales Manager, Assistant General Sales Manager, Territorial Manager (Domestic Sales Department) or Division Manager (Domestic Sales Department). Commencement of performance hereunder prior to approval and signing as above stipulated, in no case shall be construed as a waiver by The Texas Company of this requirement.

IN WITNESS WHEREOF, The parties hereto have duly executed this agreement the day and year first above written.

Witness: .....

Consignee

By.....

Witness: THE TEXAS COMPANY

Consignor

By.....

SCHEDULE "A"

(Attached to and a part of Consignment Agreement dated _____, 19____, between The Texas Company and _____)

I—The following commissions are payable to Consignee, based on (1) less than carload sales delivered through the bulk station, when products are invoiced at the authorized prices, and (2) transfers:

(a) Cents per gallon on sales of the following products:

FEDERAL TRADE COMMISSION
6485 EXHIBIT NO. 21

	National Accounts	Federal, State and Municipal Governments	Other Sales except as provided in I (h) below
Sky Chief Gasoline			
Fire-Chief Gasoline			
Kerosine			
Tractor Fuel			
Diesel Fuel			
Aviation Gasolines			

(b) On sales of lubricating oil, grease and wax and Texaco Permanent Type Anti-Freeze, except as provided in I (h) and I (i) below, _____% of net revenue, exclusive of freight from station to destination.

(c) On sales of roofing, shingles and roofing asphalt products, a percentage of net revenue, after deduction of trade discount, if any, exclusive of freight from station to destination, as follows:

Delivered by Consignee's Truck_____%. Delivered at the Bulk Station_____%.

(d) On sales of products when not otherwise specified:

If product is sold by the gallon_____¢ per gal. If product is sold by the pound_____¢ per lb.

(e) On transfers of the following products from Consignee's bulk station to Bulk Stations, Divisions or Departments of Consignor:

Black Line Products_____¢ per gal.

Asphalt _____$_____ per ton. Roofing and Shingles_____¢ per lb.

(f) On transfer of other products sold by the gallon or by the pound from Consignee's Bulk Station to Bulk Stations, Divisions or Departments of Consignor, as follows:

If product is delivered by Consignee's truck:_____¢ per gallon or_____¢ per lb.

If product is delivered at the Bulk Station:_____¢ per gallon or_____¢ per lb.

(g) No commission will be paid on products delivered to Consignor's Sales Department equipment used in Consignor's service, when such products are for use in operating that equipment.

(h) On sales of the following products to or by Tank Truck Dealers: Gasoline _____¢ per gallon; Kerosine_____¢ per gallon; _____¢ per gallon; _____¢ per gallon; on sales of Lubricating Oil, Grease, Wax and Texaco Permanent Type Anti-Freeze, _____% of net revenue, exclusive of freight from station to destination.

(i) On deliveries of products sold by the gallon or by the pound, from Consignee's Bulk Station to purchasers under contract between Consignor and the United States Government, or any department, bureau or agency thereof, which deliveries are transferred to Consignee's Division Office for invoicing, as follows:

If product is delivered by Consignee's truck: _____¢ per gallon _____¢ per pound.

If product is delivered at the Bulk Station: _____¢ per gallon _____¢ per pound.

II—(a) No commission will be paid on carload transactions unless specifically agreed to in writing prior to the date such sales or transfers are made, with the exception of II (b) below:

(b) On L.C.L. or carload sales of roofing, shingles and roofing asphalt products, negotiated by Consignee but moving direct to customers from factories, terminals and other stations, a commission of _____% will be computed and allowed on the net F.O.B. factory price after deduction of trade discount, if any.

III—These commissions shall be subject to deductions herein mentioned and/or counter claims by Consignor, and after deductions therefor have been made, the resulting sum shall be in full payment for all sums due Consignee hereunder.

IV—(a) Consignee shall not be entitled to (1) commissions on any accounts or bills receivable transferred to Accounts Receivable "B" or turned over to an agency or attorney for attention and/or collection, or (2) commissions on products returned to stock or products purchased from competitors for resale.

All commissions will be computed on current sales and transfers. Deduction will be made from Consignee's current commission statement of commissions which have previously been allowed on these accounts or bills receivable transferred to Accounts Receivable "B" or turned over to an agency or attorney for attention and/or collection.

(b) Consignor shall withhold from Consignee's commissions a sum equivalent to 10% of the Accounts Receivable "A" outstanding at the end of each month and at termination of this agreement. Consignor shall pay Consignee each month a sum equivalent to commissions on all sales and transfers handled through Consignee during the month, less 10% of the Accounts Receivable "A" outstanding at the end of the current month, plus the 10% of Accounts Receivable "A" withheld at the close of the next preceding month, less deductions made in accordance with the provisions of this agreement. In event of termination of this agreement, Consignee shall not be entitled to receive thereafter or Consignor obligated to pay, any of the amount withheld in accordance with this provision.

(c) 1—The term "Accounts Receivable 'A'" as used herein means those accounts current and delinquent less than four months.

2—The term "Accounts Receivable 'B'" as used herein means those accounts not collected when four months past due and such other accounts as Consignor's Credit Manager may deem of doubtful collectibility, whether by reason of the death or bankruptcy of the debtor, or otherwise.

(d) Consignor reserves the right to make sales and deliveries in the area served by Consignee, and Consignee will not be entitled to any commission on such sales.

V—The foregoing commissions are effective_____, 19____.

VI—This Schedule "A" supersedes and replaces Schedule "A" dated _____, 19____, which is hereby cancelled. All other terms and conditions of the Consignment Agreement dated _____, 19____, between the parties hereto shall remain in full force and effect.

Witness: _____ _____ Consignee

_____ By_____

Witness: THE TEXAS COMPANY

_____ By_____ Consignor

CX ID 21(5)

6907

JAX 29

Commission's Exhibit 22A

Page 1

Form 8141-15-40-13M

THE TEXAS COMPANY

DISTRIBUTOR AGREEMENT

No._____

AGREEMENT OF SALE (in duplicate) made on the_____day of_____, 19___, between THE TEXAS COMPANY, a Delaware corporation, having a Division Sales office at_____, hereinafter called Seller, and _____ of _____, hereinafter called Purchaser.

1. SALE.—Seller hereby sells and agrees to deliver and Purchaser buys and agrees to receive and pay for the following products of the kind and quality marketed by Seller at time and place of delivery in quantities specified from time to time by Purchaser, but in respect of each product not less per year than the minimum quantity nor more per year than the maximum quantity stated below:

Product	Minimum	Maximum
Texaco Sky Chief Gasoline	_____ gals.	_____ gals.
Texaco Fire Chief Gasoline	_____ gals.	_____ gals.
Texaco Crystalite Kerosene	_____ gals.	_____ gals.
Texaco Motor Lubricants	_____ gals.	_____ gals.
Texaco Motor Lubricants	_____ lbs.	_____ lbs.
Texaco Industrial Lubricating Oils	_____ gals.	_____ gals.
Texaco Greases (Except Motor Lubricants)	_____ lbs.	_____ lbs.
Texaco _____	_____	_____
Texaco _____	_____	_____
Texaco _____	_____	_____
Texaco _____	_____	_____

Orders for gasoline or kerosene must specify quantities at least equivalent to the capacity of a tank car. Seller, however, shall have the option to make deliveries in smaller quantities.

2. PRICES.—Prices, exclusive of all applicable taxes, shall be:

a. *Texaco Fire Chief Gasoline:*

FEDERAL TRADE COMMISSION
DOCKET NO. 6415 COMMISSION EXHIBIT NO. 22A
IN THE MATTER OF Bf Goodrich & Texas Co
DATE SEP 1 1 1951 WITNESS _____
NATIONAL REPORTING CO., Official Reporters
By MONICK

b. *Texaco Sky Chief Gasoline:*

Filed EXHIBIT 46
OBTAINED 9-17 1952 from Monick
BY W. W. Kogel
ATTORNEY-EXAMINER
FILE NO. 179690

c. *Texaco Crystalite Kerosene:*

d. *Texaco*

e. Texaco

f. Texaco

g. Texaco

DELIVERY. (1) Seller shall deliver the said products into tank cars, or, at Seller's option, into some other adequate transportation facility, at a refinery, terminal, bulk plant, or other shipping point of Seller, consigned to Purchaser at one of the following points of distribution to be designated by Purchaser:

_____

_____

(2) Seller may at its option deliver the said products in its own transportation facilities, in which event it is understood that delivery to Purchaser will take place at the points of distribution designated by Purchaser, as above listed.

(3) Seller shall bear the cost of transportation on all the foregoing products delivered hereunder from Seller's shipping point to the point of distribution to which consigned, either (1) by delivering in Seller's own transportation facilities, or (2) by prepaying the freight thereon, or (3) by shipping transportation cost collect and deducting the cost from the face of the invoice.

A. For Motor Lubricants and Industrial Lubricating Oils and Greases, Seller's applicable schedule prices as listed in Seller's Selling Schedule for Lubricating Products in effect on date of shipment, freight allowed or prepaid to Purchaser's point of distribution, less discounts and/or at prices as follows:

	In Carload Lots	In Less Than Carload Lots
(1) Texaco Automotive Lubricants, except as noted below:		
(2) Texaco and Havoline Motor Oils and Aircraft Engine Oils in 1- and 5-quart and 5-gallon cans		
(3) Texaco Industrial Lubricants, except as noted below:		
_____		
_____		
_____		
_____		
_____		
_____		
_____		
_____		
_____		
_____		
(4) Texwax		
(5) Valor Oils		

	Seller's Spot LCL (1000# & Up) Price	
	In Carload Lots	In Less Than Carload Lots
	_____	_____

Seller's special Distributor's schedule in effect date of shipment.

The special Distributor's schedule dated _____ _____, now in effect, is attached.

3. DISPUTES AS TO PRICES.—If at any time during this agreement there shall arise between the parties hereto a difference of opinion in respect of the amount payable by Purchaser to Seller for any of the products delivered or deliverable hereunder, Seller, at its option, may suspend all shipments hereunder until the difference of opinion be settled to the satisfaction of the Seller; provided, however, that, upon request of the Purchaser, Seller shall continue shipments on sight draft with bill of lading attached at the prices for which Seller contends, and, as to shipments so made, the price at which made shall be final and conclusive, but shall not prejudice Purchaser's contentions in respect of any prior shipments. In event shipments are suspended as herein provided, the Seller shall not be obligated to make up shipments so suspended.

4. TERMS.—

5. PLACE OF PAYMENT.—Seller's Division Sales Office at _____

6. OPTION.—In consideration of the premises, if at any time during the term of this agreement, or any extension or renewal thereof, Purchaser shall receive a bona fide offer to purchase, lease, or sublease all or any part of the land, buildings, structures, improvements, equipment, facilities, leaseholds, assets or other interest in land owned or used by Purchaser in his business of storing, handling, selling and distributing petroleum products, hereinafter referred to as "property", which offer Purchaser shall desire to accept, Purchaser shall immediately give Seller written notice by registered mail of the receipt of such offer, the complete terms thereof, together with a true copy of the offer, and a statement of Purchaser's desire to accept the same, and Seller shall have thirty (30) days after the receipt of such notice in which to elect to purchase, lease, or sublease said property, as the case may be, upon the same terms and conditions as those contained in such offer. During said thirty (30) day period Purchaser shall furnish Seller complete information in respect of the property involved in such offer and give Seller complete access to all of Purchaser's books and records in respect of said property.

Seller's notice of election to purchase, lease, or sublease, as the case may be, shall be sufficient if deposited in the mail addressed to the Purchaser at or before midnight of the day on which the option period expires. Purchaser, when requested by Seller, shall deliver to Seller complete information covering the property involved, together with the customary evidence of Seller's title or interest therein, upon receipt of which Seller shall proceed with diligence to examine title. Any closing shall take place at Seller's Division Office, above mentioned, or through an escrow established with a reputable title company or bank selected by Seller, on the fifteenth day after Seller shall notify Purchaser of the completion of title examination, and at the closing Purchaser shall convey and assign a good and marketable title to Seller by full covenant and warranty deeds, assignments, bills of sale, or other instruments to effectuate transfer of good title, in form reasonably satisfactory to Seller, subject only to such liens and encumbrances as were specifically excepted in the written offer from the third party received by Purchaser and which Purchaser notified Seller as aforesaid of Purchaser's desire to accept. The right and option herein granted to Seller shall be continuing and preemptive, and failure of Seller to exercise said right and option in any one case shall not affect Seller's right to exercise the same in other cases thereafter arising during the term of this agreement or any extension or renewal thereof.

7. OTHER PROVISIONS.—The provisions printed below and on page 4 hereof, except those which by their terms are inapplicable, are part of this agreement.

8. DURATION OF AGREEMENT.—This agreement shall remain in full force and effect from _____ to _____ and thereafter from year to year; provided, however, that

a. Either party may terminate the agreement at the last mentioned date or any succeeding anniversary thereof by giving to the other written notice of such termination 60 days or more prior to the date upon which termination shall become effective;

b. Either party may terminate this agreement forthwith by written notice upon failure of the other to perform strictly any of the obligations imposed upon the other hereby.

IN WITNESS WHEREOF Seller and Purchaser have hereunderto subscribed their names the day and year first above written.

_____
(Purchaser)

Witness:

By _____

_____

Witness:

THE TEXAS COMPANY (Seller).

_____

By _____

Negotiated by:

_____

Approval and Signing By Seller.—Agreements involving $25,000 or less and covering one year or less may be approved and signed on behalf of The Texas Company by any of the following: by the Manager of National Sales Division; Manager of Boating Division; Manager of Aviation Division; Manager of Marine Sales Division; and Division Managers and Assistant Division Managers.

All other agreements must be approved and signed by one of the following: by the Company's President; any Vice President; Secretary; General Sales Manager; Assistant General Sales Manager; Assistant to the Vice President of Sales Department; Manager of Dealer Sales; Manager of Industrial Sales; Manager of Operations; Managers and Assistant Managers of Territories of the Sales Department; Manager and Assistant Manager of Asphalt Sales Department; Manager and Assistant Managers of the Railroad Traffic and Sales Department; Manager of Bulk, Fuel and Government Sales Division, and Manager of Purchasing Department.

Until approved and signed on its behalf as above stipulated, agreements are not binding on The Texas Company, and commencement of performance hereunder prior to such approval and signing shall in no case be construed as a waiver by The Texas Company of the foregoing requirements.

PROVISIONS OF AGREEMENT

Entirety of Agreement.—No prior stipulation, agreement or understanding of the parties or their agents shall be valid or enforceable unless embodied in this agreement or covered by these provisions.

Delivery.—Unless otherwise stated in this agreement, delivery shall be deemed complete when goods, properly packaged, are placed free on board cars, boats or other vehicles.

Waiver.—The right of either party to require strict performance by the other of any and/or all obligations imposed upon the other by this agreement shall not in any way be affected by any previous waiver, forbearance or course of dealing.

Tank Cars.—Any tank cars furnished by the Seller shall be discharged by the Purchaser immediately upon arrival and delivered back to the railway from which they were received, clean in condition and with seals furnished by the Seller, and for any cars of the Seller detained more than 48 hours the Purchaser, including Sundays and holidays, shall pay to the Seller the demurrage at the rate stated in the agreement, or if not stated, the Seller's usual demurrage rate, by purchase of a [illegible] after expiration of 48 hours.

Vessel Deliveries.—When shipment is made by boat, lighter, tank ship, or other vessel, the Purchaser immediately upon the arrival thereof shall furnish, without cost to the Seller, berth at which the vessel may be safely moored at all stages, together with the necessary accommodations and facilities for receiving, and shall receive the product or goods at least at the rate stated, or the all shall be pumped out at the expense of the Seller, the risk and responsibility resting at the Seller's end. In case the vessel carrying such shipment on board vessels, the Purchaser shall find and furnish storage for the vessels pumped. The Seller shall be liable for demurrage fees for vessels and the penalties for detention beyond such time shall be in accordance with laws which shall be specifically agreed upon at the time of execution of this agreement.

Deliveries in Drums.—If drum or vessel barrels of the Seller are used, said drums or vessel barrels shall remain the property of the Seller, and a deposit will be charged for same on the invoice at the rates in effect at the time of delivery. All said drums or vessel barrels of the Seller shall be returned promptly on demand, in good condition as when received, the ordinary wear and tear, and nothing other than the original contents shall be placed therein.

Transport Trucks.—Any shipments in transport trucks furnished by the Seller shall be unloaded by Purchaser immediately upon arrival. Two hours free time will be allowed for unloading, after which a charge of [illegible] dollars per hour or major fraction thereof will be made until the shipment is unloaded and the vehicle released to the carrier.

Force Majeure.—Failure (in whole or in part) or delay on the part of either party in the performance of any of the obligations imposed upon such party hereunder shall be excused and such party shall not be liable for damages or otherwise on account thereof, when such failure or delay is the direct or indirect result of any of the following causes, whether or not existing at the date hereof, and whether or not reasonably within the control or action of the party at the date hereof, namely: Acts of God, earthquakes, fire, floods, or the elements; war (declared or undeclared), civil commotion, riots, insurrections, or other acts of hostile disturbances, public enemy, war (declared or undeclared), civil commotion, riots, insurrections, or other acts of hostile disturbances, public enemy; rail, transportation, request or requisition, blockades, acts and laws of the United States of America or any other nation or municipality of governmental agencies, or authorities or representatives of any authority, thereto or thereunder acting under claim or color of authority; total or partial failure or loss or shortage of all or any part of transportation facilities ordinarily available to and used by a party hereto in the performance of the obligations imposed by this agreement, whether such facilities are such party's own or leased or chartered; or failure or delay on the part of such party hereto to perform due to shortage of rail or commercial motor vehicles, or personnel, materials, equipment or facilities, or due to strikes, lockouts, or other labor difficulties of any nature or kind, or to inadequate supply of fuel, lubricants, power, or other energy, or due to breakdowns of rail or motor transportation, rail, motor or by inadequate supply of locomotives, cars, motor vehicles, or equipment, or any other transportation facilities, or due to failure of the other, another, municipality or other servants of the other party; or any other circumstance beyond the control of either party hereto, whether similar to or dissimilar from the causes herein enumerated.

If, by reason of any of said causes, either is unable to make deliveries to all its customers hereunder under contract or both, the failure in whole or in part to make deliveries to Purchaser, while delivering to others, shall not be a breach of this agreement and in such event Seller may, but shall not be obligated to, require its available supply.

Upon cessation of the cause or causes for any such failure or delay, performance hereof shall be resumed, but such failure or delay shall not operate to extend the term of this agreement nor obligate either party to make up deliveries or receipts, as the case may be.

Seller may suspend deliveries so long as its cost of performance is increased and the increase may cannot be recovered by an equivalent increase in the price to be paid by Purchaser.

Nothing herein contained shall excuse Purchaser from paying Seller, when due, any amounts payable hereunder or promissory hereto.

Blind-Treated Goodies.—The Purchaser shall handle other treated goodies in accordance with laws and regulations now in existence or which may be hereafter enacted, or any amendment thereto, and shall keep the employees properly informed in regard to all such laws or regulations.

If Purchaser is required to obtain a license or license to handle, distribute or sell other treated goodies, this agreement shall not be effective in respect of such goodies at any time after then, when such license is not in full force and effect.

Payments.—The Purchaser shall pay for goods without discount or deduction except as stated in this agreement, and if at any time the financial responsibility of the Purchaser shall become impaired or unsatisfactory to the Seller or in the Seller's opinion inadequate to meet the obligations thereunder, such payments or satisfactory security shall be required. A failure to pay any amount when due may at the option of the Seller terminate this agreement or in further deliveries.

Claims.—Any claims for defect or variance in quality or shortage in quantity shall be made, and the Seller shall be notified and given an opportunity to inspect, within two days after the receipt of the goods or product. Any claim made in respect to equipment furnished by the Seller must notice and opportunity shall be given before the product or goods are installed, and if delivery is made in equipment furnished by the Purchaser such notice and opportunity shall be given before the products or goods move from point of delivery. If equipment furnished by the Seller is in bad order or damaged, the Purchaser shall notify the carrier and secure examination by the authorized agent of the carrier as to the condition of the equipment before the goods is unloaded. Failure of the Purchaser to comply with these requirements shall operate as a waiver of any and all claims by the Purchaser.

Freight Rate.—The prices mentioned in this agreement are based on existing freight rates, and if under this agreement the Seller is to pay freight, then in case the rates are increased or decreased then prices shall be increased or decreased accordingly.

Taxes.—Purchaser assumes the payment of any tax and/or duty now or hereafter imposed, directly or indirectly, by the United States, or any State or foreign country, or governmental subdivision thereof, on (a) the goods covered by this agreement and/or (b) the production, manufacture, transportation, sale, use and/or other handling of said goods, and/or (c) the production, manufacture, transportation, purchase, sale, use, exportation, importation and/or other handling of any material contained in said goods or from which said goods are wholly or partly produced by Purchaser, and/or (d) the fact or amount of the sale or measured by the sales price of said goods; and the Seller may bill Purchaser for such tax or duty and the Purchaser shall pay the amount thereof.

Monthly Shipments.—If this agreement calls for a period of months, shipment or delivery shall be made in equal monthly quantities, subject to reasonable manner variations as determined by the Seller; provided that, subject to the other provisions of this agreement, the agreed quantity must be taken within the time fixed.

Approximate Quantities.—In case deliveries are made in carload, bulkhead, transport truck or bulkpacks lots, delivery within ten per cent of amount called for by the agreement or any bulkhead thereof shall be deemed sufficient delivery by the Seller, only the actual amounts delivered to be paid for.

Product Quality Maintenance.—Purchaser undertakes and agrees that Tenco Products shall not be mixed with or adulterated by any other petroleum products or by any chemical or other materials whatsoever and that Tenco Products purchased hereunder shall be sold only under Tenco brand names.

Trademarks and Names.—Purchaser shall not sell products purchased from others under the trademark or trade name of Seller, unless Seller shall, after analysis thereof, give special consent in writing; Purchaser, however, shall have the right to use the trademark and trade names of Seller in facility and advertising Seller's products handled by Purchaser on condition that Purchaser shall follow directions as to manner of such use given to Purchaser by Seller.

Assignability.—This agreement shall not be assigned by the Purchaser without the written consent of the Seller.

JAX 23

Commission's Exhibit 23A

THE TEXAS COMPANY

New York, N. Y., February 7, 1950

SALE OF TIRE COMPANY PRODUCTS
12 MONTHS 1949

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 23-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 15 1958 WITNESS
ACME REPORTING CO., Official Reporter
By

Messrs. R. H. Kibbe (5)
R. W. Dobnam (5)
C. B. Barrett (5)
D. E. Beaton (4)

Gentlemen:

Attached is 12 months statement of sales by Firestone and Goodrich to Texaco accounts.

As expected, nearly all Divisions showed further decreases because of the tremendous volume of TBA sales in December 1948 with accumulative sales of all products for all Territories being 18% below the volume for 1948.

In looking forward to the TBA program in 1950, I think you will agree that we should all make an effort to equal and better our 1948 volume rather than only have an objective showing increases over the year just past. However, to do so, we must definitely do better than the industry expects. We understand that the rubber industry anticipates only between 5% and 10% increases in replacement tire sales for 1950 over 1949.

Since our decline for the year was 15% on tires and tubes and 25% on batteries, home and auto supplies, it seems clear that particular emphasis should be placed on the proper stocking, display and sale of batteries, home and auto supplies by our dealers during the coming year. Taking into account the decline in prices, the volume of tires and tubes through our dealers showed about the same decline as the industry, but it seems that our decline in batteries, home and auto supplies is greater than the sale of retail merchandise generally.

We are sure you will agree that our entire organization should do everything in its power to keep in close touch with and stimulate all representatives of the tire companies whom they normally contact.

Very truly yours,

W B Davison

WB:SD
Att.

RLS WH SCB

23 (a)
Morgan

6913

JAX 34

Commission's Exhibit 24A

24-A

THE TEXACO COMPANY New York, N. Y., February 1, 1951

SALE OF TIRE COMPANY PRODUCTS
12 MONTHS 1950

Messrs. R. R. Kibbe (5)
R. W. Dobnam (5)
C. B. Barrett (5)
D. E. Beaton (4)

FEDERAL TRADE COMMISSION
DOCKET NO. 6435
IN THE MATTER OF B. F. GOODRICH CO.
DATE OCT. 15 1956 WITNESS
ACE REPORTING CO., Official Reporters
By MONICK

Gentlemen:

Attached is statement of sales by Goodrich and Firestone to Texaco dealers showing an overall 43% increase for 12 months 1950 over the same period 1949.

The volume of $40,130,736, an all-time high, seems very gratifying, but while the tire and tube volume has increased 58%, battery and accessory volume shows an increase of only 5%.

A substantial portion of our increased volume in tires and tubes was the result of higher price levels during 1950. However, our increase exceeds that enjoyed by the industry. I feel this speaks well for our organization as well as the cooperation of our suppliers. The Rubber Manufacturers Association for 11 months of 1950 reports a 30% increase over the same period in 1949 on shipments of replacement tires and tubes, while our dealers for the same period show a 56% increase.

Even if we were going to have an adequate supply of tires and tubes, it would be apparent that our emphasis this year should be on greatly improving battery and accessory volume. Because of the scare buying on tires and tubes last year and the shortage and difficult situation confronting us, it is important that we help the dealers maintain their TBA sales and profits through concentrated effort on the improvement of auto supplies business.

Due to the tremendous volume of tire and tube sales in recent months, it appears that the dealers have neglected their accessory business, and their shelves are thinly covered with merchandise. The 20.7% ratio of accessories to total sales is distorted by the large store front business of our consignees and distributors. This also includes a large volume of home supplies which are not handled by our dealers.

Therefore, we feel that our 1951 objective should be to encourage the dealer to increase his TBA volume and profit through the sale of balanced stocks of accessories.

This year we will furnish you gentlemen with monthly objective figures based on improved accessory sales with minimum emphasis on tires and tubes.

I hope that you will find means of reminding our organization throughout the year of the phrase coined by Mr. Walter Hochuli, "Empty shelves earn no profits."

Very truly yours,

Neste.

MB:BD

24-A

6917

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO.

JAX 35
Commission's Exhibit 24B

SALES BY FIRESTONE & GOODRICH
12 months 1950

	Tires & Tubes	% Incr.	Batt. B&A Suppl.	% Incr / Decr.	Total Sales	% Incr.	% of Batt B&A Suppl to to Total Sales
NORTHERN TERRITORY							
Boston	$ 1,796,724	57%	$ 505,420	26	$ 2,302,144	40%	21.9%
Buffalo	1,121,883	50	261,881	5	1,383,204	65	18.9
New York	2,535,998	50	657,889	- 7	3,193,487	33	20.6
Norfolk	2,913,065	53	777,948	7	3,691,013	85	21.0
TOTAL	$ 8,367,670	51%	$ 2,203,238	1%	$10,569,848	41%	20.8%
CENTRAL TERRITORY							
Chicago	$ 2,342,437	61%	$ 632,264	14%	$ 2,974,701	48%	21.2%
Denver	1,886,508	74	541,914	21	2,428,422	58	22.3
Indianapolis	2,301,125	62	580,319	- 1	2,881,444	43	20.1
Minneapolis	2,277,133	72	460,647	- 1	2,736,380	53	16.8
TOTAL	$ 8,807,203	67%	$ 2,215,144	8%	$11,022,947	50%	20.0
SOUTHERN TERRITORY							
Atlanta	$ 2,390,964	38%	$ 738,136	- 4%	$ 3,129,100	25%	23.6%
Dallas	2,327,483	61	730,454	20	3,057,937	49	23.8
Houston	2,302,689	53	552,150	- 1	2,854,839	38	19.3
New Orleans	2,730,326	40	578,744	10	3,309,070	34	17.4
TOTAL	$ 9,751,462	47%	$ 2,599,484	6%	$12,350,946	[illegible]	21.0%
PACIFIC COAST TERRITORY							
Butte	$ 1,093,332	50%	$ 268,791	5%	$ 1,362,123	45%	19.7%
Los Angeles	2,446,816	70	562,081	8	3,008,897	56	18.7
Seattle	1,352,485	61	473,690	4	1,815,975	43	26.0
TOTAL	$ 4,892,633	62%	$ 1,294,562	6%	$ 6,186,995	49%	20.9%
TOTAL ALL TERRITORIES	$ 31,818,308	58%	$ 8,312,428	5%	$40,130,736	43%	20.7%

MB:ESD
1/24/51

6919

JAX 36

Commission's Exhibit 25A

THE TEXAS COMPANY New York, N. Y., February 11, 1952

THE TEXAS COMPANY TBA PROGRAM
12 MONTHS 1951

FEDERAL TRADE COMMISSION
DOCKET NO. 8435 EXHIBIT NO. 25A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 15 1956 WITNESS
ACE REPORTING CO., Official Reporter
By MONICK

Messrs. R. R. Kibbe (5)
J. A. Winger (5)
C. B. Barrett (5)
D. E. Deaton (4)

Gentlemen:

Attached is statement of sales by Firestone and Goodrich to Texaco accounts for the year 1951. Total TBA volume declined 7% with a loss in tires and tubes of 13% and an increase of 13% in accessories. This decline in tires, however, should be compared with the 27% drop in sale of replacement tires by the industry.

Sales of tires in December 1951 for the industry suffered a heavy decline from the abnormally high sales of December 1950. A second wave of panic buying in December 1950 was caused by the entry of Chinese communists in the war in November. Announcement of the Dating Program further reduced December 1951 sales. Thus, tires and tubes sold by Firestone and Goodrich to Texaco dealers in December showed a decline of 53%.

The sale of tires for the industry compared to the seasonal pattern was abnormal in 1950, through January and February 1951; and subnormal the balance of the year, approaching seasonal pattern in December 1951. As a result, it is to be expected that sale of tires in January and February 1952 will also suffer by comparison; volume should hold its own in March; and it is predicted will follow the seasonal pattern thereafter, with a 30% increase for the year 1952 over 1951.

It seems important to continue emphasis on improving the ratio of battery, auto supply sales to total sales. While in 1951 the ratio was 25%, an increase of 4 points over 1950, it was short of our goal by 3 points. Texaco accounts should be urged to take advantage of the present supply of batteries and maintain as large inventories as possible. There may be a battery shortage later in the year due to restrictions in the use of lead.

Our congratulations to Houston, which has the distinction of being the only Division with an increase over their 1950 sales. With a 2% increase, they have moved up from ninth position at the end of 1950 to fifth place in total dollar volume.

Very truly yours,

Unter Brown

NB:SD

RLS WHI BH

JAX 37

Commission's Exhibit 26A

THE TEXAS COMPANY New York, N. Y., July 8, 1952

THE TEXAS COMPANY TBA PROGRAM
5 MONTHS, 1952

FEDERAL TRADE COMMISSION
DOCKET No. 6485 EXHIBIT NO. 26-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 15 1958 WITNESS
ACE REPORTING CO., Official Reporters
By MONROE

Messrs. R. R. Kibbe (5)
J. A. Winger (5)
C. B. Barrett (5)
D. E. Beaton (4)

Gentlemen:

Attached is report of sales by Firestone and Goodrich to Texaco accounts for the first 5 months.

Total sales for the year are in the black as a result of the 8% increase in the month of May. Central Territory is 4% ahead for the year. The Pacific Coast is 3% ahead because of the splendid 21% increase in May. The South, who were 1% in the red the previous month, are even up with their 1951 volume. According to preliminary reports, the Northern Territory will be well in the black when the June records are complete

The May increase was due to the sharp rise in tire and tube sales by Firestone of 25%. It is apparent that Goodrich sales to our dealers, which were down 10% in May, will require close examination by your Division Managers. For example, it is difficult to understand why such Divisions as Chicago and Los Angeles, who had increases on Firestone tires and tubes of 117% and 142% respectively, should show losses with Goodrich of 9% and 15%. Accessory sales also continue to be unsatisfactory and will need considerable stimulation if we are to overcome the $500,000 loss for the cumulative period.

While reports are not complete, June sales will probably show substantial increases and July sales should be large because of the aggressive July tire promotions of both suppliers. If your field organization will continue to urge their dealers to get their share of the big tire replacement market, placing equal emphasis on their accessory sales, the results should be gratifying.

Very truly yours,

Norton Bonner

NB:ESD

WMi WBH

26 A)

6925

FEDERAL TRADE COMMISSION
EXHIBIT NO. 6485 COMMISSION EXHIBIT NO. 268

THE TEXAS COMPANY TIRE PROGRAM
5 MONTHS 1957

Division	Tires and Tubes: Firestone	% Incr.	Tires and Tubes: Goodrich	% Incr.	Batteries and Supplies: Firestone	% Incr.	Batteries and Supplies: Goodrich	% Incr.	Total Sales: Total	% Incr.	Ratio
EASTERN TERRITORY											
Boston	$ 273,346	3	$ 87,689	29	$ 162,287	-14	$ 28,136	20	$ 529,048	2	20
Buffalo	258,976	7	81,270	-18	69,772	5	17,713	-19	447,734	- 1	20
New York	732,115	-17	328,098	2	120,842	-14	99,023	- 9	1,135,072	-12	19
Norfolk	326,118	-1	177,873	-4	211,207	-14	46,380	12	1,161,620	- 1	18
Total	2,590,[illegible]	-	705,[illegible]	- 3	964,[illegible]	-13	179,[illegible]	- 3	3,833,[illegible]	- 4	19
CENTRAL TERRITORY											
Chicago	577,660	33	411,163	-13	142,031	-10	71,071	-21	1,181,945	4	18
Denver	263,097	26	157,501	-15	162,015	-21	30,477	-13	911,090	5	21
Indianapolis	697,476	20	198,736	- 6	182,321	-17	28,345	-24	1,116,898	5	20
Minneapolis	792,098	7	228,268	- 1	137,332	- 4	16,036	- 5	1,173,[illegible]	1	18
Total	2,510,331	21	994,[illegible]	- 9	633,719	-15	147,929	-18	5,[illegible],127	4	19
SOUTHERN TERRITORY											
Atlanta	782,532	17	228,040	- 9	257,120	7	71,228	26	1,338,920	10	25
Dallas	651,799	10	219,597	2	243,067	-11	60,029	- 5	1,174,492	3	20
Houston	592,345	19	340,098	-18	138,652	-24	71,160	-18	1,102,255	- 4	19
New Orleans	609,077	15	310,351	-26	120,250	-30	75,211	-28	1,115,181	- 9	17
Total	2,595,753	13	1,098,088	-16	759,379	-12	277,628	-11	4,730,848	-	22
PACIFIC TERRITORY											
Butte	350,344	29	70,266	49	77,502	-43	10,835	11	508,997	10	17
Los Angeles	633,160	13	495,985	-14	89,664	- 7	164,585	9	1,183,414	- 2	21
Seattle	445,374	28	59,773	-47	148,005	-16	12,[illegible]	-25	665,[illegible]	- 6	[illegible]
Total	1,228,[illegible]	23	626,024	-11	315,171	-23	188,204	6	2,358,407	3	21
TOTAL ALL TERRITORIES	$8,633,655	13	$3,423,140	-10	$2,261,038	-16	$793,073	- 7	$15,110,906	1	20

KB:KSD - 6/30/5

6927

26(a)

Commission's Exhibit 268

JAX 39

Commission's Exhibit 27A

THE TEXAS COMPANY New York 17, N.Y., June 2, 1950.

STUDY OF INTEGRATION BY ECONOMISTS

FEDERAL TRADE COMMISSION
DOCKET NO. 6428 EXHIBIT NO. 274
IN THE MATTER OF B.F. Goodrich & Texas Co.
DATE SEP 10 1952 WITNESS
ACME REPORTING CO., Official Reporters
By MONICK

Mr. Norton Bronson

Building

Dear Sir:

The Legislative Committee, of which I am a member, is having an analysis made of the major economic effects of vertical integration and divorcement in the petroleum industry, and to assist the economic group which is preparing this analysis, we have been requested to have a story prepared by each of our divisions covering all phases of our marketing set-up and methods of marketing.

I would appreciate your letting me have an outline showing:

1. The importance of dealers handling TBA products and how The Texas Company does all that it can to assist dealers in purchasing and selling these items.

2. Describe our TBA set-up and how our Tire Representatives operate.

3. Outline how we assist dealers in making contacts to purchase TBA items and the advantages to the dealer.

4. Sales and promotional aids we give to the dealers to help them to sell TBA items.

In addition to the above, I would appreciate your including in your outline any other important details you can think of as we want to bring out in this analysis just what the effect of integration and divorcement will mean to the industry and to the public. Please let me have this information in triplicate.

Yours very truly,

Walter Hoffman

WH-OPD

27(a) 6929

JAX 40

Commission's Exhibit 27B

New York, N. Y., June 14, 1950

STUDY OF INTEGRATION BY MOTORISTS

Mr. Walter Hochuli

Building

FEDERAL TRADE COMMISSION
DOCKET NO. 6455 EXHIBIT NO. 296

Dear Sir:

Below is the information requested in your letter of June 2nd.

There are two basic reasons why it is necessary for a dealer operating a service station selling petroleum products to merchandise other automotive necessities. These other automotive necessities are generally called TBA (a contraction for tires, batteries and accessories.

First, there is a rapidly increasing trend in the motorist's buying habits to look to the service station to supply all of his automotive needs. Second, the need of the service station operator to supplement his earnings from the sale of petroleum products by the sale of TBA merchandise. The reason for this need, is the rapidly mounting costs of operating a service station (such as, higher wages, taxes, utility charges, rentals) added to a shrinking profit margin on gasoline due to severe competition in this field.

At the risk of making this report too long, the above basic facts may be expanded and explained as follows:

The Importance of Dealers Handling TBA Products -

The display and aggressive merchandising of TBA by Texaco Service Station Dealers is of utmost importance to successful operation for both defensive and offensive reasons. Defensively, a full line of TBA merchandise and services fulfills the motorist's essential needs, thereby eliminating occasion or necessity to visit other stations where good service or other factors may hold him as a steady customer. Of far greater importance, however, are the offensive factors described below.

Satisfying the Customer - Extensive surveys made during recent years indicate the motorist's overwhelming preference to buy TBA needs from his favorite Service Station Dealer rather than from less accessible specialists in the tire, battery or accessory fields.

Additional Profits. For each 1,000 gallons of gasoline consumed in automobiles, TBA merchandise and services valued at approximately $105.00 are also consumed. The dealer who sells these TBA requirements adds approximately $50.00 to his profits per 1,000 gallons of gasoline sold.

27(6) 6031

JAX 4

Commissioner's Exhibit 21B

New York, N. Y., June 19, 1950

[illegible] OF INTERPRETATION OF CONTRACTS

[illegible] Kimberly

Dealer Commission

Dealership [illegible] Commission No. 2 to

Gentlemen:

Below is the information requested in your letter of [illegible]

There are, for basic reasons, why it is necessary for a dealer [illegible] stations selling personal [illegible] or [illegible] other automotive accessories. These other auto-[illegible] items are generally called TIA in conversation for [illegible] and convenience.

First, there is a widely increasing trend in the [illegible] Dealers to look to the service station to supply all their automotive needs. Second, the need of the average [illegible] dealer to supplement his earnings from the sale of [illegible] products by the sale of TIA merchandise. The reason for this need, is the equally numerous which be mentioned a [illegible] service stations (such as, higher wages, taxes, utility charges, [illegible]) point to a gradually profit margin on gasoline due to [illegible] from [illegible].

As the time of making this report too [illegible], the above [illegible] be expanded [illegible] as follows:

[illegible] Dealers Handling TIA Products -

The [illegible] and [illegible] merchandising of TIA by Texaco Service Stations [illegible] to or [illegible] to [illegible] for both defensive and offensive reasons. Defensively, a full line of the necessities and [illegible] fulfills the motorist's [illegible] needs, thereby eliminating or [illegible] in [illegible] other stations where good service or other factors may [illegible] him to a [illegible] dealer. Of the greater importance, however, are the offensive factors described below.

Regarding the Consumer - Extensive surveys made during [illegible] indicate the motorist's overwhelming preference to buy the goods from his favorite service station dealer rather than from less accessible specialists in the tire, battery or accessory [illegible].

Additional Profits. For each 1,000 gallons of gasoline consumed in [illegible], TIA merchandise and services valued at approximately $105.00 are also consumed. The dealer who sells these TIA requirements adds approximately $30.00 to his profits over 1,000 gallons of gasoline sold.

633

(a) 2

Wider Key of Customer Appeals. Well-displayed TBA lines, particularly those representing well-known national brands, attract new customers who come in for TBA needs, but by favorable impression are retained as permanent customers for petroleum needs as well.

More Attractive Station. Well-kept TBA displays make a station more attractive and business-like, giving passersby an impression of success, permanence, and complete service . . . a good place to buy.

Additional Advertising and Promotion. TBA merchandise and services present a wider appeal in station advertising and promotion, and plus profits from TBA help warrant greater advertising and promotional expenditures.

More and Better Employees. The added profits from TBA permit the dealer to employ more and better sales and service employees. That, in turn, helps build sales on all lines.

A Description of our TBA Setup and How Our Tire Representatives Operate -

The activities of our TBA program are directed from our New York Office, Tire Sales Division. We have a Manager and an Assistant Manager Tire Sales, as well as other clerical help. In our Territorial Offices the TBA program is under the direction of the Assistant Manager (Sales Promotion) as a rule, and the responsibility of directing the program in each Division Office is charged to the Assistant Manager (Sales Promotion). There are four Territorial Offices and fifteen Division Offices in the United States.

In each Division, there is a Representative (TBA Promotion) and a tire clerk under the supervision of the Assistant Manager (Sales Promotion). The tire clerk handles all clerical work in connection with the TBA program.

The Representative (TBA Promotion) is the liaison officer between the selling organization and that of the tire company. He maintains contact with the District Managers of the tire companies and is responsible for the promotion of the tire company programs with both our salaried personnel and our dealers. The Representative (TBA Promotion) is especially trained in the merchandising of the TBA line and is kept familiar with tire company programs. Thus he is able to keep our organization fully informed so that they in turn may intelligently counsel with the dealers in the proper merchandising of the complete TBA line.

How The Tire Company Assists Dealers in Making Contacts to Purchase TBA Items and the Advantages to the Dealers -

TBA merchandising is more successful when dealers stock and sell items of established quality and public acceptance. Profits are greatest when dealers purchase advantageously from permanent, reputable sources of supply offering a complete line of TBA items.

When occasion warrants, Texas Company personnel counsels with its new and less experienced dealers on the selection of a TBA supplier, recognizing that the final choice is to be entirely the selection of the dealer.

When the dealer has made his decision, The Texas Company representative may aid in effecting the initial contact between the dealer and the chosen supplier. This aid may be in the form of an immediate call to the supplier, or information to the dealer as to how and where the supplier may be contacted.

The Texas Company Representative's experience and his familiarity with the local market permits him to appraise prospective suppliers with the measuring sticks outlined below, permitting the dealer to evaluate each in terms of his own needs.

1. Merchandise of good quality, resulting in satisfied customers and continued patronage.

2. Brands having public acceptance, thereby reducing the time and selling ability and effort required to merchandise successfully.

3. Complete line of TBA essentials, eliminating occasion for several suppliers. A single supplier for all TBA needs reduces time required for purchasing, prevents duplication of items, eases bookkeeping, and increases supplier cooperation and support.

4. A permanent source of supply eliminates the confusion of switching frequently from one supplier to another.

5. A reputation for fair dealing assures the dealer of correct prices and accurate billing.

6. The supplier serves best who has an understanding and experience with the particular problems of service station merchandising.

7. Supplier's help on advertising and promotional needs for TBA items, will make the dealer's program more successful.

How The Texas Company Does All It Can to Assist Dealers in Purchasing and Selling TBA -

It is obvious from the facts outlined above that TBA activities are not a separate and supplementary enterprise with Service Station Dealers, but are an integral part of successful station operation. As such, The Texas Company has a great responsibility to foster and assist each dealer in establishing and exploiting an aggressive TBA Program. Texas Company aids may be outlined briefly as follows.

Training. Training courses dealing specifically with TBA merchandising are offered all Texaco dealers and their employes. Dealer publications and other materials feature successful methods... teaching by example. General dealer meeting materials (movies, displays, etc.) incorporate phases of TBA operation.

Advertising, Promotion, Display. Materials offered dealers for advertising and promoting the sale of Texaco products also include, when appropriate, promotional messages pertaining to TBA items and services. Such references are general, however, and do not specify brand names.

Assistance of Sales Personnel. All sales personnel contacting dealers are required to be fully informed on principles of TBA merchandising from the selection of lines and items, and the initial purchase, to the service or installation which may follow the sale. This knowledge and experience is made available to all Texaco dealers through the medium of counsel without regard to brand or source of the dealer's TBA merchandise.

In answer to the question in your last paragraph as to the effect on the industry and to the public from divorcement as compared to our present vertical integration from the point of view of TBA:

Under divorcement, if no separate selling organization were possible for The Texas Company, the question arises as to who would and could promote TBA for the dealer's benefit.

On the assumption that the dealer's petroleum needs would be supplied by jobbers, who would have the facilities to train and educate the jobbers to in turn educate the dealers on sound merchandising methods?

Many gasoline service station dealers will go out of business without a centralized TBA program. This is because, without it they habitually tend to rely solely on profits from petroleum to operate their business. Without the central program there is no way to train and constantly remind the jobber of the importance of continuously selling the dealer the advantages of carrying a full line of automotive accessories and training him to merchandise profitably.

Even if it were possible to constantly remind the jobbers of the importance of a TBA program, it is doubtful if they would have the financial resources to provide adequate promotion. If they had programs, it is quite certain that there would be no uniformity about their methods throughout the country, an important feature of our present integrated program.

This lack of uniformity would result in scattered purchases from many suppliers so that merchandise handled would lack the quality and appeal of nationally advertised and distributed products.

Neither would jobbers be financially able to rehabilitate stations to provide adequate salesroom facilities for TBA.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 27E

6937

27 (c)

If divorcement should mean a separate Texas Company selling organization; first, we must remember that it could not tie itself down to buying and selling only Texaco petroleum products. Consequently, if the organization bought and sold more than one brand of petroleum it would tend to encourage the handling of several brands of TBA merchandise which weakens the dealer's buying advantage which he has in buying a larger volume from one supplier.

On the assumption that we have a separate selling corporation buying product and supplying present Texaco stations, the company might be:

(a) Unable to finance the rehabilitation of our older type stations to provide adequate salesroom facilities for the merchandising of TBA.

(b) Might be limited in providing the efforts of sales personnel for counseling with and educating our dealers in better merchandising methods.

(c) Limited and perhaps prevented in the present allocation of expense to the numerous sales promotional and advertising aids for the dealer mentioned above.

Under divorcement, whether our dealers are supplied by jobbers or by a separate Texas Company selling organization, either of these situations would react unfavorably to the dealer in less profits; unfavorably to the motorist in failing to supply his needs at a competitive price, which would result in failure of many dealers due to inadequate earnings. This in turn would adversely affect the earnings of the industry and of the selling company if it existed. This should be obvious because less prosperous dealers would mean loss of good dealers as many of them would go out of business --- which results in lower petroleum volume and lower profits.

Either of these situations would adversely affect the public by removing the time-saving and money-saving advantages of purchasing its entire automotive needs from one dealer -- the service station.

Very truly yours,

[illegible] THOMSON

MB:SD

FEDERAL TRADE COMMISSION
E... X. 6465 COMMISSION EXHIBIT NO. 27F.

6933

2711

JAX 45

Commission's Exhibit 28A

THE TEXAS COMPANY

New York, N. Y., December 14, 1950

SALE OF TIRE COMPANY PRODUCTS
FORM S-1213

Messrs. R. H. Kibbe (6)
R. W. Debnam (6)
C. B. Barrett (6)
D. E. Beaton (5)

Gentlemen:

The present Form S-1213, as you know, shows the total number of accounts approved by each tire company and the total number of active accounts. The number of active accounts includes the associate dealers of active Texaco consignees or another Texaco dealer who also serves as a TBA distributor.

In our opinion the present method of including the associate dealers in our number of active accounts does not give us a true picture of the actual progress of our TBA program. For instance, on the national summary of the S-1213, there are 9,452 company owned and leased stations ("C" accounts) approved for handling TBA. Of these, we show 8,107 stations to be active. By deducting the associate accounts included in this active figure, we have only 5,385 dealers on which we have positive records. In other words, even though we say they are active accounts we do not know that the associate dealers are actually buying their TBA products from the consignee or supplying dealer. In the case of contract dealers ("D" accounts) the picture is even more distorted. Of the total of 6,746 dealers, shown as active, by deducting the associate dealers, there are only 2,656 accounts on which we have proof of activity.

Even though it is important that we maintain records of the associate dealers and include them in some way on the Form S-1213, we believe there is some better way of preparing our Forms S-1213 in a manner that a clearer picture of activity on our TBA program may be had.

We, therefore, would very much appreciate suggestions from you and your Divisions for a revision of our present Form S-1213 as a means to presenting the true status of our progress on active accounts.

Will you please furnish us with copies of each of your Divisions' suggestions with your reply.

Very truly yours,

WBBrown

WB:BD

6941

Commission's Exhibit 29A

MEMORANDUM FROM NORTON BRONSON

[illegible]OK, N. Y. January 8, 1951

PERSONAL

TO MR. Doyle Driver

DEAR Doyle:

Just for my own personal information, would you give me your best estimate of the percentage of time spent on TBA by the resale salesmen in the Norfolk Division. I am interested only in your sober best judgment of the facts, not wishful thinking. Could you estimate this on the basis of indirect attention to TBA as well as direct?

For instance, I have in mind when a salesman enters a service station that he talks to the dealer about Circle Service, Sparkle, lubricating sales, improvement of service on petroleum products, etc., and perhaps some direct reference to TBA.

What I am curious to know is whether speaking from the point of averages, the salesman spends 3%, 5%, 15%, or 20% directly on actual reference to TBA. Could you break this down further as to the percentage of his time spent on tires and tubes, percentage spent on batteries, and percentage of his time spent discussing balanced stocks and inventory control of accessories on his shelves.

10% overall
10% on tires & tubes
[illegible]% on Batteries & ATA's
[illegible]% on Balanced stocks & Inventory Control

6943

MEMORANDUM FROM NORTON BRONSON

NEW YORK, N. Y.

TO MR.

- 2 -

I realize that when discussing Circle Service, he is indirectly discussing TBA even if he doesn't mention it as such.

Please just give this to me in a personal note as a horseback guess.

Regards,

NB:SD

Nat

6945

MEMORANDUM FROM DOYLE DRIVER

NORFOLK, VA. 1-11-50

TO MR. Norton Bronson

182-00

Dear Mr. Bronson:-

Your memo of January 8th.

It is very difficult for me to answer your questions in as much as you receive varied opinions from the salesmen themselves in discussing the time consumed in handling the TBA program.

However, in my opinion, I would say that approximately [illegible] of a salesman's time is spent on the TBA program, broken down as follows:-

[illegible] on Tires & Tubes
[illegible] on Batteries, Home & Auto Supplies
[illegible] Indirectly - On Circle Service, Merchandising, pricing, etc.
5% On balanced stocks and Inventory control.

Here's hoping that you and yours will have a most happy and prosperous year.

Sincerely,

6947

JAX 49

Commission's Exhibit 31

THE [illegible] COMPANY [illegible], [illegible], February 12, 1951

PURCHASES OF TIRE COMPANY PRODUCTS
BY THEIR LEASED DEALER ACCOUNTS

[redacted]

182-00

ZONE [illegible]

Gentlemen:

We have been having difficulty securing from Consignees each month, the sales to LEASED ACCOUNTS of T.B.A. merchandise.

This is very seriously affecting the operating cost of each leased station, for as you know, we take the figures reported by the Consignees and multiply them by our rate of commission from the tire companies, thereby reducing the cost, and this is a strong point in renewing leases.

We find that the list we now have is not complete and up to date, and we must therefore ask that you immediately prepare a list of all leased stations in consignee areas, where the c[illegible] is handling T.B.A. merchandise, and forward to this office at once, as per example below:-

(Consignee Name and Address here).
Name of Dealer, address, whether Company-Owned, Third Party, or Same Party leased.

We will check these lists in this office and prepare on the proper forms, and return them to you in order that you may go to each consignee and explain how to properly report.

This is a very important phase of your work and it is your responsibility to see that these lists are kept current, and that they are promptly returned each month.

Yours very truly,

C. R. FROHLIN

CRF-HP

RBA-CRF-JTR-JMH-RRG-DD-WEB-RAM
RHM-DDB-WLL-PCH-JHH-WFH-RGH-ICH
ACB-GEF-MEMcL-AHM-WJS-WHE-GJM
RLAn-NOK-HLB-RED(2)-WFBn-GBy-FH
MTW-WLD-HLT-JWB-HHP

6949

JAX 50

Commission's Exhibit 34A

THE TEXAS COMPANY

New York 17, N. Y., November 15, 1951

THE TEXAS COMPANY TBA PROGRAM

Messrs. R. E. MEY
J. E. NORMAN
DOYLE DRIVER
M. C. WALL

Gentlemen:

You have been active in assisting Texaco dealers to secure more profits through the sale of TBA merchandise regardless of the supplier and while we have data on the progress of customers of Firestone and Goodrich we would like additional information on the Texaco dealer customers of other suppliers. Accordingly it is requested that you develop and furnish this office the following information.

A list of all Company owned and all leased service stations in your Division handling TBA which is neither Firestone nor Goodrich showing the following information for each such service station.

1. Dealer's name and location.

2. Date station was opened or began handling Texaco products.

3. Principal brand of TBA products presently handled by the dealer.

4. Indication as to whether the station previously handled either Firestone or Goodrich.

In addition, please show in the body of your report the Total Number of company owned and leased service stations which do not handle tires and batteries.

Please submit this information in statement form with the above captions across the top of the statement and the required information tabulated under each caption. Please also submit your statement in triplicate.

In connection with Item #2 if the station was opened or began handling Texaco products after January 1, 1947 show month and year. If the station was opened or began handling Texaco products prior to January 1, 1947 it will be satisfactory to show approximate year.

69511

JAX 51

Commission's Exhibit 34B

-2-

11/15/51

Messrs. R. F. NEY
J. B. NORMAN
DOYLE DRIVER
M. C. WALL

In connection with Item #4, it will be satisfactory to show this information for the period January 1, 1947 to date since it is doubtful that you can develop it with any degree of accuracy prior to January 1, 1947. If the station previously handled either Firestone or Goodrich please so indicate by placing an asterisk [illegible] exception opposite the dealer's name. If the station did not [illegible] handle either Firestone or Goodrich leave the space [illegible]

It is requested that you develop this information [illegible] your statement as full as possible.

Very truly yours

JAX 52

Commission's Exhibit 35A

Norfolk, Va., January 7, 1952

THE TEXAS COMPANY TBA PROGRAM

182-00

Mr. J. K. Pannill

New York

Dear Sir:

Attached is statement in triplicate as requested in your letter of November 15th.

Yours very truly,

DOYLE DRIVER

AAB:GK

DEALER'S NAME & LOCATION	DATE STATION OPENED OR BEGAN HANDLING TEXACO PRODUCTS	PRINCIPAL BRAND OF TRA PRODUCTS FREQUENTLY HANDLED BY DEALER	STATION FREQUENTLY HANDLES FIRESTONE OR GOODRICH
R.V. Bailey, Hot & Colley Ave., Norfolk, Va.	1938	Gates	•
D.E. Smith, Hot & Colonial Ave.	1938	Miscellaneous	•
J.S. Baltimore, 18th & Broad Sts., Richmond, Va.	1938	Goodyear	•
Lyle K. Rose, 3207 Bladensburg Rd.NE,Washington,D.C.	1939	(Lieth Bros.)	•
L. W. Warner, Dover & East Sts., Easton, Md.	1939	Lee, Willard & Exide	
Lillian Morris, U.S.Hwy. #219 & Main St., Union,W.Va.	1939	Century	
Milton Transit Co., 1197 Main Street, Milton, W.Va.	October 1949	Kelly	
R. O. Whiting, U.S. #21, Ripley, W.Va.	June 1947	Mohawk	
E. E. Grist, Main & Salem Sts., Oak Hill, W. Va.	1946	U.S. & Others	
W. S. Easter, Hwy. #10, Jesse, W. Va.	July 1947	Armstrong	
E. H. Akers, Kapperstad Rd., Butcher, W. Va.	January 1947	Armstrong	
S. H. Esquinas, Water St. & River Ridge,Barboursville,W.Va.	Jan. 1951	Fisk	
C. E. Willey, Main Street, Hinton, W. Va.	August 1950	Armstrong	
C. L. Toothman, 5th & Fairmont, Fairmont, W.Va.	1940	Gates, Exide	
A. J. Garris, Evans Street, Greenville, N.C.	November 1951	Dayton	
S. L. Whitehead, Whitakers, N.C.	June 1950	Gates	
J. A. Hodges, Kinston, N.C.	1945	Gates	
C. J. Best, Goldsboro, N.C.	1946	Dunlop	•
J. L. Van Dyke, Garnett & Andrews Sts.,Henderson,NC	1936	Seiberling	•
Powers & Swain, Ramsey & Scott Ave., Fayetteville,NC	January 1947	Miscellaneous	•
R. C. Butler, Russell & Gillespie Sts., " "	Oct. 1947	Goodyear	•
Bloodworth & Hurt, Hay & Woodside Sts., " "	Sept. 1950	Goodyear	•
K & B Texaco, Hwy. #301 & Cox St. " "	April 1950	Goodyear	
Walker J. Cooper, Main & Fort Sts., Marion, N.C.	1940	Goodyear	•
Jacob L. Hill, 7th & Ash St., Hendersonville, N.C.	Feb. 1951	Cooper	•
Garland Medelliard, Hwy. 70 & Italy St.,Valdese,N.C.	1939	Goodyear	•
J. O. Nash, Front & Oakland, Statesville, N.C.	1946	Lee	
Fred Cline, Main & 8th Street, Newton, N.C.	1929	Lee, Autolite	•
E. C. Hewitt, Claremont, N.C.	1946	Gates	•
L. R. Leonard, Main & 3rd Sts. Lexington, N.C.	1940	Seiberling	
Gordon Williams, Hwy. #29, Reidsville, N.C.	1930	U.S.	•
C. F. Wise, Main & Henry Sts., Stoneville, N.C.	1940	U.S.	•
Roy Saunders, Va. & Early Sts., Draper, N.C.	May 1950	U.S.	
Petroleum Service Inc.,Harrison & Paradise Sts., Reidsville, N.C.	May 1950	U.S.	
E. T. Myers, Hwy. #10, Thomasville, N.C.	1944	Richmond	
W. C. [illegible]more, Main & Cemetery Sts., Thomasville,NC	1935	Dunlop	
W. [illegible]ster, Church & Factory Sts., Greensboro, NC	1944	Dunlop	•
J. [illegible]rrison, Webb & Anthony Sts., Burlington, NC	1940	Kelly	
J. T. Harris, Hwy. #58, Pilot Mountain, N.C.	May 1950	General	

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Commission's Exhibit 38B

645 1

DEALER'S NAME & LOCATION	DATE STATION OPENED OR BEGAN HANDLING TEXACO PRODUCTS	PRINCIPAL BRAND OF TBA PRODUCTS PRESENTLY HANDLED BY DEALER	STATION PREVIOUSLY HANDLED FIRESTONE OR GOODRICH
C. J. Thomas, Fayetteville & Brittain Dr., Asheboro, N.C.	March 1950	Dunlop	
Paul R. Swain, Salisbury & Fayetteville St., Asheboro, N.C.	1938	Kelly	•
Solo Miles, Madison St., Whiteville, N.C.	1942	Penn	•
C. C. Spivey, Lisbon St., Clinton, N.C.	1936	Inland	•
W. J. Johnson, U.S. #17, South Mills, N.C.	1930	Gates-Richmond-Pure	•
J. I. Nix, US #17, Elizabeth City, N.C.	1940	General	
H. C. Owens, Fearing & Poindexter Sts., Eliz.City, NC	1930	U.S. Dunlop	
H. R. Sawyer, Main & Road Sts., Elizabeth City, NC	1935	Goodyear	•
Greef-Ward Motor Co., Hwy. #345 & Hwy. St. Pantego, NC	1940	Goodyear	•

Total Number of Company-Owned and Leased service stations which do not handle tires and batteries 59.

JAX 34

Commission's Exhibit 36C

JAX 55

Commission's Exhibit 36

THE TEXAS COMPANY

New York 17, N.Y. March 8, 1951

SALE OF TIRE COMPANY PRODUCTS

Messrs. R. F. May
J. B. Norman
M. C. Wall
Doyle Driver

Gentlemen:

Early in January you furnished me with very complete information on the TBA volume of your consignees and distributors for the 11 months ending November 30, 1950.

As a part of the further study of this matter it is now requested that you prepare a list of your consignees and distributors who are in the TBA business but not handling the products of either Firestone or Goodrich. Please indicate for each the name of the brand or brands of TBA which they handle as well as the number of Texaco Dealers served. This information should be indicated separately for tires and tubes and batteries, home and auto supplies.

Please also indicate a rough estimate of the actual TBA volume of each consignee or distributor listed. It is realized that this might be difficult to estimate in some cases and, if you do not believe that you can do so with a reasonable degree of accuracy, it will be satisfactory to indicate whether the volume is considered large or small.

Please let me have your reply as soon as possible.

Very truly yours,

J. E. PARSELL

/ED-AS

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JAX 56

Commission's Exhibit 37

Norfolk, Va. March 1[illegible] 1951.

SALE OF TIRE COMPANY PRODUCTS
182-00

Mr. J. K. Pannill,
New York, N. Y.

Dear Sir:-

Yours of March 8th.

We are listing below those Consignees and Distributors in the Norfolk Division, who are in the TBA business but not handling either Firestone or Goodrich:-

C. C. Spivey, Clinton, N. C.	Handling U. S. and Inland Tires and tubes and various HAAS. (Medium)
C. M. Frank, Elkins, W. Va.	Handling Goodyear Tires & Tubes with very little varied HAAS. Has 10 counties and doing a large volume. Just recently hasbeen buying some Goodrich but cannot determine whether this is temporary due to shortage.
Bellamy & Co., Scotland Neck and Enfield, N. C.	handle Goodyear Tires and tubes but very little varied HAAS. (Volume small)
H. C. Watson, Onley, Va.	Handles U. S. with varied HAAS. Nice account approximately $5,000.00 to $7,000.00 per month.
John C. Baker, Gassaway, W. Va.	Was split between U. S. and Goodrich for years but recently dropped Goodrich entirely, claiming injustice due to price change.

We trust this is the information desire.

Yours very truly,

JHH-sw

DOYLE DRIVER

5963

LIST OF TIRE COMPANY PROPERTIES
1932-33

Operating U. S. and Intercity Tires and Tubes and various Near. (Hollow) Rolling Goodyear Tires & Tubes with very little varied Near. Has to description and doing a large volume. Not actually keeping during does Goodrich but cannot determine whether this is temporary due to shortage.

Operating Knox and Britain. Ma. U. Double Goodyear Tires and tubes but very little varied Near. Volume small.

Operates U. S. with varied Near. Doing non-int approximately $3,000.00 to $7,000.00 per month.

Was split between U. S. and Goodrich for years but recently dropped Goodrich entirely, claiming inactive due to price change.

By these also is the information desired.

Yourself, Sir,

NOTE BY VIA.

JAX 37

Commission's Exhibit 38A

THE TEXAS COMPANY New York, N.Y., December 19, 1951

THE TEXAS COMPANY TBA PROGRAM
REVISION IN METHOD OF HANDLING
FORMS, RECORDS AND PROCEDURES

Messrs. R. R. Kibbe (10)
J. A. Winger (10)
C. B. Barrett (10)
D. E. Beaton (8)

Gentlemen:

An account approved by a tire company and listed on its Form S-47 is classed as inactive if no purchases are made over a period of 90 days. Present instructions provide for handling inactive accounts as follows:

1. A Division staff member, or Representative (TBA Promotion) will discuss such inactive account with the tire company District Manager on whose S-47 the account is listed. He will determine the status of negotiations with the account and endeavor to effectuate an early activation of the account.

2. Our field representative contacting the account will have:

(a) Discussed with the account our inability to interest the supplier first chosen by the account.

(b) Contacted the account for this purpose before the end of the 90-day period or shortly after.

3. If the tire company is unable to sell the account in a reasonable length of time after the 90-day period:

(a) Our field representative will have endeavored to secure the account's agreement to invite the other tire company with whom we work to call on him.

(b) The tire clerk is instructed to prepare Form S-237 for the nomination of the account to the other tire company with whom we work.

(c) We then transfer the recording of such an inactive account from one tire company's Form S-47 to the Form S-47 of the other tire company.

Effective January 1, 1952, we will change the procedure in item 3(c) as follows:

(I) Removal of inactive accounts from a tire company's Form S-47 will be discontinued.

(II) After a full discussion with the dealer, the inactive account on the Goodrich Form S-47 will be nominated to the proper Firestone District Manager by use of Firestone's Form S-757.

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Commission's Exhibit 39B

(III) The same procedure should be followed in adding to the Goodrich Forms S-47, all inactive accounts appearing on the Firestone Forms S-47. These accounts should be nominated however by use of Goodrich's Form 1325.

(IV) The account's name, location, etc. will also be shown indented and with an asterisk (*) preceding the name on the proper supply point sheet of the Forms S-47 in subsequent months.

There may be cases where a customer has previously purchased a sufficient supply for three months' requirements. It is obvious that such an account would not be classed as inactive should he make no purchases during that 90-day period.

Attached is a detailed outline of the modified procedure of handling records of inactive accounts. The outline also provides for handling records of accounts which are to be newly nominated to a tire company subsequent to January 1, 1952. It is important that there be no exceptions to the method of handling as provided in the attached outline.

Sufficient copies of this letter and attachment are furnished you to supply two copies to each Division. We suggest that you assign to a Division staff member the personal responsibility of seeing to it that this new method of handling is put into effect.

Very truly yours,

Martin Brinson

NB:SD
Att.

RLS WRI WBH

WFW(2)

FEDERAL TRADE COMMISSION
6465 EXHIBIT NO. 390

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JAX 50

Commission's Exhibit 39C

December 19, 1951

THE TEXAS COMPANY TBA PROGRAM

REVISION IN METHOD OF HANDLING
FORMS, RECORDS AND PROCEDURES

The procedure to be followed after January 1, 1952, in handling certain forms and records in connection with our TBA Program is outlined below. This should be studied very carefully by a Division staff member, the Representative (TBA Promotion), and the tire clerk inasmuch as revisions have been made in procedures to be followed without exception in the future.

Form S-237 has been revised. All revisions in this form have been covered in another letter.

Zone Managers and/or salesmen will continue to prepare Form S-237 in triplicate covering new and replacement accounts. The original and duplicate copy will be forwarded to the Division Office, and the tire clerk will handle the forms as called for in present instructions.

When nominating a new or replacement account to the tire companies, the tire clerk will prepare in quintuplicate the tire company form (Firestone Form S-757, Goodrich Form 1325), attaching four copies to the original of our Form S-237 on the account and forward them to the proper tire company District Manager for approval.

The tire clerk should set up a separate follow-up folder for each tire company marked "Accounts Nominated to (name of tire company)".

The file copy of the tire company's form should be attached to the duplicate copy of our Form S-237 covering the new or replacement account. These together with the account's Form S-40 card

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Commission's Exhibit 39D

should be placed in the follow-up folder. When the original of the tire company form bearing the District Manager's approval is returned to our Division Office, it should be attached to the account's Form S-237, etc., and retained in the follow-up file until the account becomes active, or until the account is classified as inactive, in which case it should be handled as outlined below. When such a newly nominated account becomes active, the S-40 card will be filed in its proper place in the Active Section of Form S-40 file in accordance with present instructions. The Form S-237 and tire company form should be filed in Customer's File.

If the tire company does not report sales made to the account 60 days after an account has been approved, the Assistant Division Manager should write a letter to the tire company District Manager at interest requesting information as to progress made with the account and advising the District Manager that if he is unable to sell the account within the next 30 days, we must consider it an inactive account. However, should the tire company District Manager advise that there is a strong possibility of his company securing the account's business within the next 60 days, it will be satisfactory to continue to carry the account in the follow-up file for that period. Nevertheless, no new or replacement account nomination shall be carried in the follow-up file for more than 120 days from the date the account is approved by the tire company.

A copy of our 60-day follow-up letter to the tire company should be furnished the Zone Manager or salesman at interest with the

request that he personally discuss the matter with the account and th the tire company's sales representative who called on the account. If from these discussions it is determined that the tire company originally preferred by the account will be unable to sell him, the Zone Manager or salesman should be instructed to endeavor to secure the account's permission to invite a sales representative of the other tire company with whom we work to make a call on him. The Division Office should then be fully informed as to the account's wishes.

Copies of the letters to the tire company District Manager and to our field sales representative should be furnished the Representative (TBA Promotion). The Representative (TBA Promotion) should contact the tire company District Manager as soon as possible and discuss the possibilities of activating the account.

If the account has not been activated after being handled as outlined above within a maximum period of 120 days from date of tire company approval, and if the account expresses his desire to have the other company with whom we work call on him, the tire clerk should nominate the account to the other tire company by use of that tire company's form only. (Firestone Form S-757, Goodrich Form 1325). In such cases, it will not be necessary to furnish the second tire mpany to whom the account is nominated with a copy of our Form S-237.

We will continue to place immediately the name, location, etc. of all newly nominated accounts on the proper supply point sheet of Forms S-47 for the tire company to whom the nomination is made.

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Commission's Exhibit 30F

In those cases where an account is nominated to a second tire company due to the failure of the first tire company to activate the account, the customer's name, etc. will not be removed from the Forms S-47 of the first tire company but an asterisk (*) will be placed in front of account's name and in the same manner the account's name, etc. will be also placed on the proper supply point sheet of Form S-47 of the other tire company.

Thus as outlined above, any account remaining inactive for 120 days after original approval by a tire company will be shown with an asterisk (*) preceding the name of the dealer on our Forms S-47 for both tire companies.

After an account is nominated to the second tire company, the tire clerk will retain one copy of the tire company's form in the follow-up file. If such an account has not been activated within 60 days by the second tire company, the Assistant Division Manager should write a letter to the tire company District Manager asking for immediate advice as to the progress made with the account. A copy of this letter will be passed to the Representative (TBA Promotion) requesting him to contact the tire company District Manager as soon as possible and determine whether or not there might be a possibility of activating the account, and if so, how soon. We should continue to maintain a close follow-up on such accounts until activated or for a maximum period of 120 days from the date the account was nominated to the second tire company District Manager. This follow-up should be handled in the same manner as our follow-up on newly nominated accounts.

When an account has been nominated to both tire companies, and if neither tire company has been able to activate the account within the maximum of 120 days from nomination, the Representative (TBA Promotion) as soon as convenient should make a call on the account in company with the Zone Manager or salesman, at which time they should endeavor to find out the desires of the account insofar as his TBA Program is concerned. After such discussions, the Representative (TBA Promotion) should then discuss the account's potentials with both tire company District Managers at interest, and a decision should be made as to whether or not we should continue to carry the account on our TBA records.

We, of course, do not wish to continue to carry on our records any account which will not under any circumstances do a TBA business of any consequence. However, we do not want to eliminate from our TBA records any account which represents an attractive TBA potential.

In any event, The Texas Company's selling personnel contacting accounts which are not handling either Firestone or Goodrich merchandise will continuously promote the merits of The Texas Company's TBA Program but will also continue to lend every possible assistance in the development of the account's TBA business regardless of the brand of merchandise handled.

If an account which has been regularly purchasing merchandise from either Firestone or Goodrich fails to purchase any merchandise for two consecutive months, our Division Office should write a letter to the tire company District Manager at interest calling this fact to his attention and requesting advice as to why the account

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Commissioner Lehlbach

December 18, 1934

Subject: Delinquent Accounts

When an account has been designated in both the commercial and industrial coupons has been said to activate the amount within the backing of 120 days from designation, the representative (the representative) as soon as convenient should make a call on the company in company with the loan manager or salesman, at which time there should endeavor to find out the status of the account indicated on this form program is undertaken. After such discussion the manager should be made as to whether or not we should continue to carry the account on our books.

We, of course, do not wish to continue to carry on our books any account which will not warrant any transactions with the business of our companies. However, we do not want to eliminate from our records any account which compromises an aggressive and profitable business. The large commercial section personnel during the coming year will continuously promote the merits of the Texas Commercial Program and will also continue to lend every possible assistance in the development of the account's and business regardless of the trend or mercantile handicap.

If an account which has been regularly participating overlooked from either Fireworks or Comfort Kills is purchased by merchandise for the commercial section, our District Office should write a letter to the line operating District Manager at Houston calling this fact to his attention and requesting advice as to why the account

failed to buy. A copy of such letters should be furnished the Representative (TBA Promotion) and our field selling employe who normally contacts the account. The Representative (TBA Promotion) should be instructed to contact the tire company District Manager in an effort to determine the status of the account. Our field sales representative should be requested to contact the account for the same purpose. Should such an account fail to purchase merchandise from the tire company at interest for three consecutive months, and if from contacts as outlined above, the fact develops that the account does not wish to continue to do business with that particular tire company, we should inform the tire company District Manager of the facts developed and our field selling employe should be instructed to endeavor to secure the account's permission to invite a representative of the other tire company with whom we work to call on him and present that tire company's program to him. After the tire company District Manager has verified the facts and if the account is willing, we should then nominate the account to the other tire company by use of their form and handle as outlined above for inactive accounts.

Under no condition, however, will we carry an account's name on the Forms S-47 of one tire company as an active account and at the same time carry the same account's name on the Forms S-47 of the other tire company as an inactive account.

The Form S-40 cards for all inactive accounts which are carried on both tire companies' Forms S-47 will be kept in a separate file. The S-40 cards will be filed in Zone order, alphabetically by towns, and accounts in each town alphabetically by account name. In this inactive Form S-40 hard file, there will, of course, be no division between tire companies.

[illegible]

Commission's Exhibit 2884

The TCN. TBA Procedure [illegible]
Revision in Method of Handling
Forms, Records & Procedures

FEDERAL TRADE COMMISSION
F.T.C. [illegible]

failed to buy. A copy of such letters should be furnished to Representative (TBA Promotion) and our field selling employe who normally contacts the account. The Representative (TBA Promotion) should be instructed to contact the tire company district manager in an effort to determine the status of the account. Our field sales representative should be requested to contact the account for the same purpose. Should such an account fail to [illegible] and handise of the tire company of interest for three consecutive months, and if, from contacts as outlined above, the fact develops that the account does not wish to continue to do business with that particular tire company, we should inform the tire company district manager of the facts developed and our field selling employe should be instructed to endeavor to secure the account's participation and invite a representative of the other tire company with whom we work to call on him and present that tire company's program to him. After the tire company District Manager has verified the facts and if the account is willing we should then reallocate the account to the other tire company by use of their form and handle as outlined above for inactive accounts.

Under no condition, however, will we carry an account's name on the Forms S-47 of one tire company as an active account and at the same time carry the same account's name on the Forms S-47 of the other tire company as an inactive account.

The Form S-40 cards for all inactive accounts which are carried on both tire companies' Forms S-47 will be kept in a separate file. The S-40 cards will be filed in this order, alphabetically by towns, and accounts in each town alphabetically by account name. In this inactive Form S-40 card file, there will, of course, be no distinction between tire companies.

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Commission's Exhibit 391

Forms S-79 for both Firestone and Goodrich will carry the name, etc. of each inactive account which is shown on both tire companies' Forms S-47.

Other than the change in method of listing inactive accounts on Form S-47 as outlined above, Forms S-47 will be prepared and distributed as called for in present instructions.

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Commission's Exhibit 40A

THE TEXAS COMPANY
LEGAL DEPARTMENT
135 EAST 42nd STREET
NEW YORK 17, N. Y.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 10-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 16 1956 WITNESS BARTLETT
ACE REPORTING CO., Official Reporters
By MONICK

MARION J. EPLEY, JR.
ATTORNEY

August 26th, 1952

Re: File 1-19690
File 1-22441

Federal Trade Commission
Bureau of Antimonopoly
Washington, D. C.

Gentlemen: Attn: Mr. Wm. W. Rogal

Attached is copy of letter addressed to me by Mr. Norton Bronson, under this date, enclosing all photostats requested by you during your visit here. If the enclosures do not fully check with your list, please promptly advise me.

The other statistical data and information requested is also set forth in letter from Mr. Bronson to me.

I am enclosing the four forms of leases generally used by The Texas Company. These are its forms G-77, G-77A, G-77B and G-77C.

I believe this is all data and information requested. If not, please let me know.

Very truly yours,

MJEJr:MHH

Encl.

Faithfully yours for Fifty Years 1902 1952

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B. 71,77

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Commission's Exhibit 40B

New York, N. Y., August 26, 1952

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 40-B

Mr. N. J. Epley, Jr.,

Building

Dear Sir:

In accordance with your request, with this letter I am forwarding you photostats in duplicate of all letters and documents in our files which were marked by Mr. William Rogal of the F.T.C. These are described on the list attached and include photostats of our Form S-47 for Washington, D.C., for both Firestone and B. F. Goodrich for the month of June 1952.

Other information and data requested by Mr. Rogal is given below:

(1) The next attachment is from our Manual of Procedures, Sales Department Division Offices, Part 25, pages 1-21, dated August 1, 1951, and photostats of modifying letters dated March 4, 1952; January 18, 1952; December 27, 1951; December 3, 1951; and October 9, 1951, which pertain specifically to the handling of forms, records, and procedures of our TBA Program.

(2) For the entire U.S., and separately for the Norfolk Division, for the calendar year 1951, the total expenses incurred in our TBA Program were as follows:

	U.S.A.		Norfolk Division	
Sales Commission rec'd. from Tire Cos. Net Revenue		$3,101,458.26		$285,579.79
(I) Station & Zone Expense	$ 509,082.49		$40,539.99	
(II) Sales Promotion Expense	138,300.00		12,720.00	
(III) Division & General Overhead Expense	1,467,339.78		120,859.99	
Total Expenses		2,114,722.27		174,119.98
Net Earnings		$ 986,735.99		$111,459.81

The expense items which go under these numbered captions above are

(I) Here two items, "Expenses - Zone" and "Expenses - Station" are incorporated above under the column "Station and Zone Expense".

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"Expenses - Zone" is based on the proportion of Zone expense applicable to the TBA Program. This represents a portion of the salaries and expenses (excluding bonus) of the Zone Manager, Clerk (Zone Manager) and the Salesman (Resale). The accounting office first totals the amount of salaries and expenses (excluding bonus) of these employes. The Division Manager, or a responsible informed person designated by him, is consulted for the purpose of establishing the percentage chargeable to TBA sales, and the amount allocable is then computed in the accounting office. The percentage of the employes' salaries and expenses to be allocated to the TBA Program represents the best judgment of the management as to the portion of the employes' total time devoted to promoting the sale of this type of merchandise.

The total monthly rental value of space in consignees' operated warehouses used for TBA storage is incorporated under "Expenses - Stations". The Division Manager, or a responsible person designated by him, is consulted for the purpose of determining the applicable amount. The rental value of the space used is based on the estimated amount that would be charged by others for similar space in the locality.

(II) "Sales Promotion Expense" represents the amount of Sales Promotion expense allocable to TBA sales and is developed by the Sales Promotion Division in New York, which is responsible for sales promotion of all products, including certain portions of the TBA promotion. The Sales Department Agent's office advises the Chief Accountants regarding amounts applicable to their respective Divisions.

(III) "Division and General Overhead Expense" - The amount of Division Overhead Expense is developed by the Division accounting office after consultation with the Division Manager, or a responsible informed person designated by him, by estimating the percentage applicable to TBA sales promotion, based on percentage of time the employes devote to promotion of sales of TBA merchandise. The Division employes included in this group are: State Managers, Representatives (Dealer Service), Representatives (Dealer Training), and Representatives (TBA Promotion).

The Division's portion of Territorial Office, Domestic Sales, and General Company overhead applicable to TBA sales promotion is based on the percentage that the total TBA sales for the particular Division bears to the net revenue from total petroleum sales of such Division. This percentage is used to compute the particular Division's share of General Domestic overhead and the Territorial Office overhead in that Division.

(3) By the term "Direct Account" below, we mean any Texaco account buying TBA merchandise direct from a Firestone or B. F. Goodrich District Warehouse; a Firestone or B. F. Goodrich operated store; or from a Firestone or B. F. Goodrich distributing dealer.

By the term "Associate Account", we mean any Texaco dealer buying TBA merchandise from a consignee or another Texaco dealer. For the entire U.S., the total number of "Direct" and "Associate" accounts as of

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Commissioner Eakins 4DC

M. M. A. Polar, 1972

-2-

August 26, 1972

"Expenses - Home" is based on the proportion of Kobe expense applicable to the TDA Program. This represents a portion of the [illegible] and expenses (excluding bonus) of the Zone Managers [illegible] Zone Managers and the Salesmen (Reps). The accounting office [illegible] total the amount of salaries and expenses (including bonus) [illegible] of these employees. The Division Manager, or a responsible [illegible] person designated by him, is responsible for the purpose of establishing [illegible] the percentage allocation to TDA sales and the amount allocable to [illegible] that incurred in the accounting office, the personnel of the [illegible] employees' salaries and expenses to be allocated to the TDA Program [illegible] necessary the best judgment of the [illegible] up to the portion of [illegible] the employee's total time devoted to [illegible] the area of this type of promotion.

The total monthly rental, sales or sales in accountant' operations [illegible] under the TDA Program is incorporated under "Expenses - Miscellaneous". The monthly amount, or a reasonable period [illegible] by him, is required for the purpose of determining the applicable [illegible] amount. The rental value of the space used is based on the [illegible] estimated amount that would be charged by others for similar space [illegible] in the locality.

(iii) "Sales Promotion Expenses" - The amount of [illegible] sales promotion expenses allocable to TDA sales and is developed by the [illegible] Sales Promotion Office in New York, which is responsible for sales promotion of all products, including overall positions of the TDA [illegible] Program. The Sales Department Manager's office advises the Sales [illegible] Accountants regarding amounts applicable to their respective Divisions.

(iii) "Division and General Overhead Expenses" - The amount of Division Overhead Expense is developed by the Division Accounting [illegible] office after consultation with the Division Manager, or a responsible [illegible] person designated by him, by estimating the percentage [illegible] applicable to TDA sales promotion, based on percentages of time the [illegible] employee is producing of sales of TDA merchandise. The Division [illegible] includes in this group, Sales Managers, Representatives [illegible] Dealer Services, Representatives (Dealer Training), and Representatives [illegible] (TDA Promotion).

The Department's portion of Territorial Office, Domestic Sales, and General Department overhead applicable to TDA sales production is based on the percentage that the total TDA sales for the particular Division [illegible] bears to the net revenues from total petroleum sales of such Division. This percentage is used to compute the Territorial Division's share of General Department overhead and the Territorial office overhead in that Division.

(3) By the term "Direct Account" below, we mean any Texaco account during TDA merchandise direct from a firestone or B. F. Goodrich Distributor warehouse; a Firestone or B. F. Goodrich operated store; or from a Firestone or B. F. Goodrich distributing dealer.

By the term "Associate Account", we mean any Texaco dealer buying TDA merchandise from a competitor of another Texaco dealer. For the entire U.S., the total number of "Direct" and "Associate" accounts as of

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Commission's Exhibit 40D

June 30, 1952, were as follows:

Direct Accounts	9,456
Associate Accounts	5,577
Total	15,033

(4) The total number of all Texaco dealers in the U.S. of the "C" and "D" classifications as of December 31, 1951, are 11,570 and 28,657 respectively. The symbol "C" is used to indicate owned and leased service stations, and the symbol "D" to indicate service stations on which The Texas Company has no lease.

The "B" classification refers to our Consignees, of whom there are 1,225, and the "E" classification are Distributors, of whom there are 687.

(5) The total sales by the Firestone Company and The B. F. Goodrich Company to Texaco dealers in Richmond, Washington, Baltimore and Philadelphia as shown by our S-47 reports for the 18 months period from January 1, 1951, to June 30, 1952, were as follows:

Washington, D.C.	$245,891
Baltimore, Md.	196,261
Philadelphia, Pa.	283,188
Richmond, Va.	83,988
TOTAL	$809,328

Very truly yours,

NB:SD

CX-41

PART TWENTY FIVE - T.B.A. PROMOTION

SECTION 1 - T.B.A. MERCHANDISING

1 - The Texas Company does not market tires, tubes, batteries, accessories or items other than petroleum products that might be sold through a service station, however it is recognized that it is to the advantage of service station dealers to handle such merchandise in order to meet the needs of their customers and to increase their earnings. For this reason dealers should be encouraged to expand their business beyond the sale of petroleum products.

2 - Although dealers should be encouraged to handle merchandise other than petroleum products, there should be no attempt to influence them as to the type of merchandise that should be handled or the source from which it should be purchased.

3 - Where fixtures and display shelves have been installed at Company-owned or leased service stations for use in selling merchandise, the dealer should be urged to use those fixtures to increase his earnings by keeping on hand a satisfactory amount of accessories but no pressure should be exerted to have the dealer do so.

4 - There is no objection, after proper fixtures for the sale of tires, tubes, batteries and accessories have been provided at a service station, to The Texas Company representative introducing to the dealer a salesman who has such items for sale, or to recommending to the dealer that consideration be given to the purchase of a certain brand of merchandise, but it must be borne in mind at all times that after an introduction has been made, the negotiations and arrangements should be between the dealer and the TBA salesman solely, without interference of any kind by the representative of The Texas Company.

SECTION 2 - CLASSIFICATION OF ACCOUNTS

1 - The following is an explanation of the classification of tire company accounts, indicating for each classification the letter symbol that should be used to designate "Type of Account" on Forms S-237, and Firestone Forms S-757, also on Forms S-40 and S-17.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 41
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 15 1956 WITNESS
ACK REPORTING CO., Official Reporters
BY MONICK

Cancels November 1, 1949 BY
*Denotes change

August 1, 1951

ATTORNEY-EXAMINER

FILE NO. 1-19-63

Type of Account	Explanation
B	Firestone and Goodrich Texaco Consignees, including Consignee-owned or operated "Store Front Store" locations handling the complete tire company line. The Consignee must have at least 50% ownership of the "Store Front Store," otherwise such locations will not qualify. This classification also includes tank truck dealers operating tank wagons out of The Texas Company's bulk plant and serving resale dealers in an assigned territory. Such an account is considered a Consignee without bulk plant.
BW	Firestone and Goodrich (This classification applies to purchases of tires and tubes only.) Texaco Consignees functioning under the wholesaler program (Firestone) or agency plan (Goodrich.)
E	Firestone and Goodrich Texaco Distributors, including Distributor-owned or operated "Store Front Store" locations handling the complete tire company line. The Distributor must have at least 50% ownership of the "Store Front Store," otherwise such locations will not qualify. This classification also includes Texaco tank car buyers buying gasoline for resale by tank wagon to service stations not operated by such buyer.
EW	Firestone and Goodrich (This classification applies to tires and tubes only.) Texaco Distributors functioning under the wholesaler program (Firestone) or agency plan (Goodrich.)
C	Firestone and Goodrich Texaco dealers operating Company-owned or leased locations. Where a location is leased or subleased to a tire company and operated by it as one of its stores, such a location does not qualify under the "C" classification. Purchases of tire company products by a "C" type dealer for a "Store Front Store" owned by such a dealer, but not directly a part of the service station or not on property owned or leased by The Texas Company, will not qualify.

Type of Account	Explanation
D	Firestone and Goodrich All other Texaco resale dealers under contract with The Texas Company. Purchases of tire company products by a "D" type dealer for a "Store Front Store" owned by such a dealer, but not directly a part of the service station property, will not qualify. This classification also includes Texaco tank car buyers buying gasoline exclusively for resale at retail in one or more service stations operated by such a buyer.
DE	Firestone and Goodrich Texaco resale dealers who are supplied with petroleum products by Texaco Distributors.
BJ) CJ) DJ) EJ)	Firestone only (The "J" classification applies to purchases of Firestone batteries and home and auto supplies only.) Any Texaco account ("B", "C", "D", or "E") purchasing batteries and home and auto supplies from Firestone on a maximum discount basis.

2 - An additional symbol, the letter "O", is used only on Form S-47, preceding the name and address of the tire company dealer or distributor supply point in instances where the supply point is not handling Texaco products and is not a tire company store or district office.

SECTION 3 - FORM S-237, ANALYSIS OF ACCOUNT FOR SALE OF TIRE COMPANY PRODUCTS

1 - Form S-237 filled out in complete detail should be prepared in triplicate by Zone Manager or Salesman covering all new resale accounts. Original and duplicate copies should be forwarded to Division Office attached to the initial sales agreement entered into with the new account for the sale of petroleum products. The triplicate copy of Form S-237 should be retained by Zone Manager or Salesman in the file for the account.

2 - There should be a clear understanding on the part of Zone Managers and Salesmen, and Division Office personnel, that Form S-237 is an important part of the papers that are to be submitted
* initially covering every new outlet, and upon receipt of such papers in the Division Office, the Form S-237 should be detached and passed immediately to the Clerk (TPA Promotion).

Cancels November 1, 1949 — August 1, 1951
*Denotes change

EXHIBIT 26 A
OBTAINED 8-29 1952
BY
W. W. Engel
ATTORNEY-EXAMINER
FILE NO. 7-7-91

Type of Account

D

Explanation

Firestone and Goodrich

All other Texaco resale dealers under contract with the parent company. Purchases of tire products by a "D" type dealer for a Texaco Fire Station owned by such a dealer, but not directly part of the service station property, will not qualify. This classification also includes Texaco car owners buying gasoline exclusively for resale or rental in one or more service stations operated by such a buyer.

Firestone and Goodrich

Texaco resale dealers who are supplied with petroleum products by Texaco Distributors.

Firestone only

Use this classification applies to customers who purchase Firestone batteries and tires and auto supplies only.

Any Texaco account ("Pa", "Pb", or "Pc") obtaining kerosene and home and farm supplies is classified on a medium discount basis.

2 - an additional symbol, the letter "O", is used only on the page preceding the name and address of the tire company dealer distributor supply point in instances where the supply point is handling Texaco products and is not a tire company store or distributor.

ANALYSIS OF ACCOUNT FOR SALE OF TIRE CO PRODUCTS

Form S-277 filled out in complete detail should be prepared in triplicate by Sales Manager or Salesman covering all new resale accounts. Original and duplicate copies should be forwarded to Division Office attached to the initial sales agreement covering the new account for the sale of petroleum products. The triplicate copy of Form S-277 should be returned by Zone Manager or Salesman to the file for the account.

2 - There should be a clear understanding on the part of Zone Managers and Salesmen, and Division Office personnel, that Form S-277 is an important part of the papers that are to be submitted initially covering every new outlet, and upon receipt of such papers in the Division Office, the Form S-277 should be detached and immediately to the Clerk (TPA Promotion).

Charles Lovenher I. Long
Director Sales

August 1, 19

ATTORNEY EXAMINER

3.- Form S-237 should be used only for the nomination of new accounts, either the opening of an entirely new outlet not heretofore listed on our tire records or the replacement of a Consignee or dealer at a previously listed bulk plant or service station. This form should not be used merely for reporting correction of name or address, change in trade name, or for the reporting of cancellations such as lost accounts or accounts no longer considered prospects for TBA.

4 - Form S-237 may be submitted by Zone Manager or others covering nomination of Texaco resale dealers who are supplied with petroleum products by Texaco Distributors. All concerned should understand that discussions of such dealers' TBA business should be with the Distributor; however, upon request of the Distributor, Zone Manager or others concerned may accompany the Distributor to the service station dealer's place of business for further discussion.

5 - As received in the Division Office, Forms S-237 should be studied by an Assistant Division Manager or Representative (TBA Promotion) and an appraisal made of the account's potentialities. After it is decided the account should be nominated for handling by a tire company, the lower portion of the form should be filled out and both copies signed by an Assistant Division Manager.

6 - It is particularly important that the tire company salesman be notified in advance of our intention to nominate a new account and that he be requested to contact the account. In the event Form S-237 does not bear the name of the tire company salesman, the Assistant Division Manager or Representative (TBA Promotion) should arrange that he be notified and the name added to the proper line of Form S-237 evidencing such notification.

7 - The originals of signed Forms S-237 should be forwarded to the district office of the tire company at interest, notifying them of our nomination of the account. The duplicate copies should be retained in a special follow up file awaiting acknowledgment or advice of approval or disapproval from the tire company.

*8 - Forms S-237 covering the nomination of accounts to Firestone should be accompanied by Firestone's Form S-757 prepared by the Clerk (TBA Promotion) showing information as follows:

(a) In the uppermost section of Firestone Form S-757 (above the double line) an X will be placed in the box preceding "Oil Company". Also, an X is to be placed in the proper box denoting the reason for issuing, whether "addition", "succession", or "deletion". In the case of change in trade name or supply point, an X will be placed in the "other" box. Opposite "date" will be shown the date on which the Firestone Form S-757 (with original Form S-237 attached) is submitted to the Firestone district office.

6994

Canada November 1, 1949
Advance change

August 1, 19

(b) On the first line in body of the form (below double line) all captions are to be filled in showing town and state, location of Firestone distritt office, inserting "The Texas Company" and town and state location of our Division Office in the appropriate spaces.

(c) On the second line will be shown the type account, whether "B", "C", "D", "E", "CE", or "DE". Also, name of consignee, distributor, or dealer being nominated and trade name, if known.

(d) On third line is to be shown the street address, town and state of the account named on the preceding line, also the name of the consignee, distributor or dealer being replaced in the case of a "succession".

(e) On the next line, the effective date of the account's lease and/or sales agreement with The Texas Company is to be shown following "date effective", and The Texas Company's zone number inserted following "Oil Co. Rep. No.".

*9 - Firestone Forms S-757 should be prepared in quadruplicate, sending the original and 2 copies, with the original Form S-237, to the Firestone district office and retaining one copy, together with copy of Form S-237, in the Division Office. A ten day follow-up should be set up on all Forms S-757. After handling by the Firestone District Manager, the original Form S-757 indicating approval or disapproval will be returned to the Division Office.

*10 - Upon receipt of the Firestone Forms S-757 in triplicate, Firestone's District Manager will immediately fill in the balance of the information called for. He will indicate his approval or disapproval and sign in the space provided below the double line at bottom of form, returning the signed original to the Division Office. The Clerk (TBA) should make sure that complete information as shown on the returned Firestone Form S-757 is then recorded on Forms S-40, S-47 and S-79. The signed Firestone Form S-757 will then be filed with Form S-237.

*11 - Firestone Forms S-757 which are approved by the tire company District Manager will designate the approved supply point. Where the supply point is the Firestone district office, it is permissible to have one emergency supply point, and this may be designated by Firestone at that time, or designation of the emergency supply point may be deferred until the account's buying habits are known and at that time entered to Forms S-40, S-47 and S-79.

12 - Notification of approval of Forms S-237 by Goodrich will designate only one supply point, as Goodrich makes no provision for emergency supply points. Advice of approval, when received, should be attached to copy of Form S-237 and both papers passed to customers file.

Cancels November 1, 1949 BY August 1, 1951
*Denotes change

ATTORNEY-EXAMINER

FILE NO.

Part 25
Sec. 1
Page 5

(b) On the first line in back of the form (below double line) all applicants are to be filled in showing town and state, location of firestone distributor outlets, inserting "the Texas Company" and town and state location of our Division Office in the appropriate spaces.

(c) On the second line will be shown the type account; whether "J", "PO", "OP", or "DO". Also, name of customer, distributor, or dealer being remarked and state name, if known.

(d) On third line is to be shown the street address, town and state of the account named on the preceding line, also the name of the customer, distributor or dealer being replaced in the case of a "succession".

(e) On the next line, the effective date of the account's lease and/or sales agreement with the Texas Company is to be shown following "date effective", and the Texas Company's zone number inserted following "OZN No. No.".

72 - Firestone Forms S-727 should be prepared in quadruplicate, equals the original and 3 copies, with the original Form S-727, to the Firestone distributor or dealer and retaining one copy, together with copy of Form S-727, in the Division office. A ten day follow-up should be set up on all Forms S-727. After handling by the Firestone Distributor, the original Form S-727 indicating approval or disapproval will be returned to the Division Office.

73 - Upon receipt of the Firestone Forms S-727 in satisfactory condition, a Division Manager will immediately fill in the nature of the information asked for. He will indicate his approval or disapproval and sign in the space provided below the double line at bottom of form, returning the signed original to the Division Office. The Clerk (ies) should make sure that complete information as shown on the approved Firestone Form S-727 is then recorded on Forms S-40, S-47 and S-72. The signed Firestone Form S-727 will then be filed with Form S-72.

74 - Firestone Forms S-727 which are approved by the tire company Division Manager will designate the approved supply point. Where the supply point is the Firestone distributor office, it is permissible to have one permanent supply point, and this may be designated by Firestone at that time, or designation of the emergency supply point may be deferred until the account's buying habits are known and at that time entered on Forms S-40, S-47 and S-72.

75 - Notification of approval of Forms S-727 by Goodrich will designate only one supply point, as Goodrich makes no provision for emergency supply points. Advice of approval, when received, should be attached to copy of form S-727 and both papers passed to customers file.

Goodrich November 1, 1949 is
effective change

August 1, 1951

13 - If the tire company does not extend approval, as in cases such as the following:

(a) "D" or "E" accounts not approved by Firestone

(b) "D" accounts not approved by Goodrich

(c) "C" accounts (locations leased by The Texas Company) where the dealer has been handling Goodrich products for a long period of time preceding our lease or where Goodrich has a substantial financial investment in the account. (The Texas Company will give consideration to any request Goodrich may make to exclude such "C" accounts).

explanatory notation to that effect should be made on the Form S-237 or Firestone Form S-757 and that form passed to the Assistant Division Manager or Representative (TBA Promotion) for handling. If it is felt the account should be qualified, it may be desired to handle further with the tire company District Manager, or it may be considered preferable to nominate the account to the other tire company for approval. If this handling proves unsuccessful and it is still felt the account should be qualified, a letter should be written to the Territorial Office giving complete details in connection with the account and reasons why it is believed the account should qualify. The Territorial Office, if in agreement with the Division, will handle with the tire company or will refer the file to Manager, Tire Sales Division, New York, for handling. In either event, the Division Office will be informed of the results.

14 - If final disposition results in disapproval of the account, the Zone Manager or Salesman who issued the Form S-237 should be so informed and Form S-237 and/or Firestone Form S-757, also the Form S-40 prepared in anticipation of approval, should be filed in a special folder marked "Accounts Disapproved by Tire Company".

SECTION 4 - FORM S-40, RECORD OF SALES BY TIRE COMPANY

1 - Form S-40 should be maintained for each approved tire company account and prepared in the following manner for each new account at the time it is nominated:

(a) The information required for completion of Form S-40 should be taken from Forms S-237, Analysis of Account for Sale of Tire Company Products, or from Firestone Form S-757. Before actually preparing Form S-40 cards, the Clerk (TBA Promotion) should carefully check Form S-237 and Firestone Form S-757 as to spelling of dealer's name, correct street address, bulk station serving, type of account, effective date of agreement with the Company, zone number, and recommended supply point.

Para. 25
Sec. 3-A
Page 6

15 - If the tire company does not extend approval, as in cases such as the following:

(a) "C" or "E" accounts not approved by Firestone

(b) "D" accounts not approved by Goodrich

(c) "C" accounts (locations leased by the Texas Company) where the dealer has been handling Goodrich products for a long period of time preceding our lease or where Goodrich has a substantial financial investment in the account. (The Texas Company will give consideration to any reasonable request they make to exclude such "C" accounts).

appropriate notation to that effect should be made on the Form S-727 or Firestone Form S-757 and that form passed to the Assistant Division Manager or Representative (TTA Promotion) for handling. If the (a) the account should be qualified, it may be desired to handle further with the tire company District Manager; or it may be con-sidered preferable to mediate the account to the other tire company for approval. If the mediation proves unsuccessful and it is still felt the account should be qualified, a letter should be written to the Territorial Office giving complete details in connection with the account and reasons why it is believed the account should qualify. The Territorial Office, if in agreement with the Division, will handle with the tire company or will refer the file to Manager, Tire Sales, Division, New York, for handling. In either event, the Division Office will be informed of the results.

14 - If final disposition results in disapproval of the account, the Zone Manager or Salesman who issued the Form S-727 should be so informed and Form S-727 and/or Firestone Form S-757, also the Form S-40 prepared in anticipation of approval, should be filed in a special folder marked "Accounts Disapproved by Tire Company".

SECTION A - FORM S-40, RECORD OF SALES BY TIRE COMPANY

A - Form S-40 should be maintained for each approved tire company account and prepared in the following manner for each new account at the time it is nominated:

(a) The information required for compilation of Form S-40 should be taken from Forms S-727, Analysis of Accounts for Sale of Tire Company Products, or from Firestone Form S-757. Before actually preparing Form S-40 cards, the Clerk (TTA Promotion) should carefully check Form S-727 and Firestone Form S-757 as to spelling of dealer's name, correct street address, bulk station serving, type of account, effective date of agreement with the company, zone number and recommended supply point.

Canceled November 1, 1951
Deletes change
[illegible]

August 1, 1951

(b) In the case of "C" accounts, Form S-40 card provides for indication as to whether the location is Company-owned, or third-party or first-party leased and such information should be entered on the card.

* (c) Date of issuance of Form S-237 or Firestone Form S-757 should be entered on Form S-40 in the space provided. When approved by either company, Firestone or Goodrich, the date of such approval should be indicated in the appropriate caption of this form.

(d) When initially prepared, subject to approval of tire company the apparently most logical supply point should be written in pencil on Form S-40. Subsequently, upon receipt of notification of approval and designation of supply point, the official supply point should be typed or written in ink.

(e) In the event approval is not obtained, the Form S-40 should be removed, attached to disapproved Form S-237 and/or Firestone Form S-757 and placed in a special file.

2 - Postings should be made on the reverse side of Form S-40 in whole dollars only, from Forms S-47 received from tire companies, showing the amount of purchases as follows:

Tires and tubes for month

Batteries and auto supplies for month

Total for month

Batteries and auto supplies, cumulative

Total, cumulative

3 - Form S-40 provides for detailed postings for 2 years; in addition, at left side, column is provided for cumulative total for the preceding year. The purpose of such postings is to facilitate preparation of Form S-79 reports, as all information required may be taken from a single Form S-40 card.

4 - Form S-40 cards should be filed separately by tire companies in zone order, and further subdivided between active and prospective accounts in the following order:

Obtained by Oberg Exhibit 26.64
8-27-1952
N. McCrigal
Attorney-Examiner

Cancels November 1, 1949
*Denotes change

August 1, 1951

(a) Active Accounts

(i) In zone order by types of accounts, cards for each type of account being filed in alphabetical order by town, and the accounts in each town filed in alphabetical order by account name.

(ii) An account should be considered active on tires and tubes unless it has not purchased tires and tubes during 3 consecutive months, in which case it should be counted as a prospective tire and tube account. The same procedure should be followed to determine an active or prospective battery and home and auto supplies account. Thus, it is possible to count an account active for tires and tubes, but prospective for batteries and home and auto supplies (or vice versa) for any given month. However, as long as the account is considered active on either tires and tubes or batteries and home and auto supplies, the Form S-40 card should remain in the active section of the file. The Form S-40 card of an account that does not purchase either tires and tubes or batteries and home and auto supplies for 3 consecutive months should be moved to the prospective section of the file.

(iii) An account's Form S-40 card is placed in the active section of the file when the tire company reports individual purchases on Form S-47 unless the account is an "Associate Account." Associate accounts should be handled as outlined in later paragraphs of this section.

(b) Prospective Accounts

(i) In the back of the active section of each zone file, following a subdivision card marked "Prospective Accounts," Forms S-40 covering prospective accounts should be filed by type of account in alphabetical order as outlined in paragraph 4 (a), subparagraph (i). The prospective section should include all accounts for which no purchases have been recorded for 3 consecutive months.

*5 - If considered preferable to do so, and providing approval of the Division Manager has been obtained, it will be satisfactory to comingle and file together all Forms S-40 rather than maintain separate files for active and prospective accounts within each Zone (or Salesman's) area.

* 6 - For each zone a Form S-40 card should be filed in back of the subdivision card for the zone, on which should be hand printed: "Summary Card Zone No. _____" and the Zone Manager"s name. On the reverse side of this card, under each respective caption, should be posted the total purchases of all accounts within the zone for each month. The Clerk (T.B.A. Promotion) should also maintain State Manager"s summary cards in the front of each tire company file. Purchases shown on the State Manager's summary cards should equal the total purchases shown on the summary cards for zones within each State Manager's area.

* 6A -Where there is more than one Salesman in a zone, at the option of the Division Management the Form S-40 files may be divided by Salesman and, if desired, a "Salesman Summary Card" provided for each Salesman's area. Where this is done, the grand total amount of postings to summary Forms S-40 for all Salesmen within the zone should be balanced each month with the amount of postings to the Zone Manager's summary card.

7 - The above summary cards are maintained for the purpose of balancing the total monthly purchases shown on Form S-79 for each State Manager, Zone Manager and Salesman.

8 - An "Associate Account" is one which purchases tire company products from another Texaco dealer, Consignee or Distributor who serves as a supply point. The Form S-40 card for the associate account should not show the volume of purchases made from the Texaco dealer, Consignee or Distributor constituting his supply point, inasmuch as the purchases of the supplying Texaco account only should be reported on Forms S-47.

9 - Form S-40 cards should show the purchases of the supplying Texaco accounts as reported by the tire company on Form S-47 each month; however, the associate account must be considered an active account for the tire company products (tires, tubes, and/or batteries and home and auto supplies) purchased by its supplying Texaco account. Therefore, on the reverse side of Form S-40 card where purchases would ordinarily be recorded, the notation "Associate Account" should be shown in respective column for the particular tire company products (tires, tubes and/or batteries and home and auto supplies) as purchased by the supplying Texaco dealer, Consignee, or Distributor. Thus, an associate account may also be counted as an active tire and tube account, but a prospective batteries and home and auto supplies account as explained under paragraph 4 (a) (ii). The Form S-40 card of an associate account should be filed in its proper place in the active section of the zone and counted as an active account for the specific tire company products so long as the supplying account purchases that particular tire company product and remains in the active section of the file.

Exley EXHIBIT 25 p.5
OBTAINED 8-29 1952
BY
W W Beal
ATTORNEY-EXAMINER

Cancels November 1, 1949 August 1, 1951
*Denotes change

10 - An account may purchase part of its tire company products (tires, tubes, or batteries, and home and auto supplies) from a Texaco dealer, Consignee, or Distributor and also purchase other tire company products direct from a tire company district, warehouse, store or other outside supply point as designated by the tire company. Such account should not be considered an associate account. The Clerk (TBA Promotion) should prepare Form S-40 card for the account with notation "Associate Account" on reverse side of the proper revenue column for the product he does purchase from the Texaco dealer, Consignee, or Distributor. The Form S-40 card should be filed under the true classification and treated as any other account buying all tire company products direct from the tire company or its designated supply point. The account should be listed on Form S-47 under proper supply point and the tire company will report all direct purchases each month. The account should be counted as an active account for each classification of tire company product, as outlined above, even though there may be two different supply sources.

11 - In front of the file for each tire company there should be a summary Form S-40 card for each type of account and on the face of each summary card a statement should be pasted, reading as follows:

NUMBER OF * ACCOUNTS
(* Insert type of account)

	TIRES AND TUBES				BATTERIES AND HOME AND AUTO SUPPLIES			
	Active				Active			
Month	Direct	Assoc.	Total	Total Prosp.	Direct	Assoc.	Total	Total Prosp.

12 - After all Forms S-47 have been posted to Forms S-40 each month, the Form S-40 cards for each type of account should be counted as to the number of active direct accounts (accounts where individual purchases are reported on Form S-47) and active associate accounts (accounts where the supply point is another Texaco account) and prospective accounts. The totals of each should be shown on the front of the respective summary card under captions provided. On the reverse side should be posted the total of purchases reported on Form S-47 for that month, in the respective captions provided.

NOTE: Ordinarily the number of "active direct" accounts will be the number whose purchases were reported individually on Forms S-47. In the case of accounts who handle both Firestone and Goodrich products, however, care should be exercised to include them only in the count for the company which is the principal supplier.

13 - The total amounts of all summary cards, separately by tire company, should be checked by the Clerk (TBA Promotion) against Form S-1213, Report of Sales by Firestone and B. F. Goodrich to Dealers, Consignees, and Distributors, prepared by the Accounting Department before it is typed. If there is any discrepancy in the number of accounts or the amount of purchases, investigation should be made by the Clerk (TBA Promotion) and the employe in the Accounting Department preparing Form S-1213, to determine the cause of the discrepancy and to make necessary corrections.

SECTION 5 - FORM S-47, PURCHASES BY TEXACO ACCOUNTS HANDLING PRODUCTS

1 - Forms S-47 should be prepared separately by tire companies and, for each tire company, separately by designated supply points, listing thereon all accounts approved by the tire company for purchase of tire company products from that particular supply point.

2 - In the event more than one tire company territory is served from the supply point, separate sets of Form S-47 should be prepared, each indicating the tire company territory number assigned to it.

3 - Forms S-47 should be typed with hectograph ink and, by reproduction, a sufficient number of copies obtained to serve for several months. It is the responsibility of the Clerk (TBA Promotion) to make certain that all accounts are listed correctly under the proper supply point, and extreme caution should be used in the preparation and typing of this form. Particularly when additions or deletions are made, care should be taken to verify proper spacing and that each sheet is printed identically, as the tire companies must use carbon paper when inserting purchases. Any misalignment, therefore, would detract from the value of the report.

4 - If preferred, rather than reproduce several months supply of Form S-47 immediately after preparation of new sheets, Division Office may reproduct only sufficient number of sheets for current month's use, retaining master sheet and using it for subsequent months after all necessary changes (additions, deletions, corrections, etc.,) have been made.

5 - Account listings on Forms S-47 should be alphabetically by town with the account under each town in alphabetical order by account name. There should be no segregation on Form S-47 between active and prospective accounts.

Clerk EXHIBIT 26 p.6
OBTAINED 2-27 1952
BY
W W Cigal
ATTORNEY-EXAMINER

November 1, 1949

[illegible] - The usual amounts of all summary cards, separately by [illegible] company, should be checked by the Clerk (TBA Promotional Manual, Form S-12A), Report of Sales by Firecrows and B. F. Goodrich to [illegible] Company and Distributors, prepared by the accounting department of Sales [illegible]. If there is any discrepancy in the number of accounts or the monies, or purchases, investigation should be made by the Clerk (TBA Promotional) and the emploe in the accounting department Form S-12A, to determine the cause of the discrepancy and to make necessary corrections.

SECTION 3 - FORM S-17, PROMOTIONAL BY TIRE COMPANY AND DISTRIBUTOR PRODUCTS

3 - Forms S-17 should be checked separately by the [illegible] and [illegible] separately by designated supply points [illegible] all data approved by the tire company for pur[illegible] products from unauthorized supply points.

4 - In the event more than one tire company participates in a promotional program, separate sets of Form S-17 should be prepared for each tire company, separately under assigned to it.

5 - Forms should be typed with typewriter ink and, by [illegible] number of copies outlined to serve for [illegible] by the Clerk (TBA Promotional Manual). Accounts should be checked carefully under [illegible] and [illegible] correctly under the proper column. Reverse columns should be used in the [illegible] form. Particularly with additions [illegible] should be taken to verify proper [illegible] that each is properly identified, as the tire companies [illegible] many interesting purchases. Any miscalculations [illegible] should be made from the value of the report.

6 - In preparing rather than requisition several months supply [illegible] Form S-17 should be prepared after preparation of new sheets, division [illegible] may be made by multiplying number of sheets for current month by remaining number sheets and using it for subsequent months after all necessary changes (additions, deletions, corrections [illegible]) have been made.

7 - Accounts listed on Forms S-17 should be alphabetically [illegible] with the accounts under each town in alphabetical order by account name. There should be no segregation on Form S-17 between [illegible] and prospective accounts.

6 - Separate Forms S-47 should not be prepared for a supply point that is a Texaco account supplying associate accounts, as the supplying Texaco account should be listed under the tire company supply point from which it purchases tire company products. Associate accounts purchasing all of their requirements from a Texaco supply point should be listed directly following the listing of the supplying Texaco account and indented to indicate they are associate accounts. No purchases will be reported by the tire company for associate accounts.

7 - A separate set of Forms S-47 should be made up for each tire company district office. A set of Forms S-47 comprises separate sheets for each supply point and each territory number within that tire company's district.

8 - Each set of Form S-47 sheets for a tire company district office should be numbered starting with "1" and continuing in consecutive order until the last sheet. On the first sheet indicate directly to the left of the sheet number the total number of sheets for that tire company district office, i.e., "15-1". This will indicate to the tire company that we have sent them 15 sheets, and the Clerk (TBA Promotion) should check to see that all sheets are returned from the tire company each month.

9 - The detailed preparation of the Form S-47 should be done in the following manner:

(a) The name of the tire company should be recorded on the line in the upper center of the form preceding the word "products."

(b) "Prepared by The Texas Company office at": The location of the Division Office preparing the form should be shown on this line.

(c) "Tire Company District Office at": Insert the location of the tire company district office.

(d) "Tire Company territory no.": Insert the number of the tire company salesman's territory. On newly nominated accounts, this information should be furnished in the tire company's acknowledgment of our Form S-237, Analysis of Account for Sale of Tire Company Products. For each account now approved, but for which the tire company territory number is not known, the Clerk (TBA Promotion) should obtain this information from the tire company district office.

(e) "Tire Company supply point": If the supply point is the tire company district office, the words "District Office" should be shown. If it is a tire company store, the name and address of the tire company store should be shown. If the supply point is an "O" account, the letter "O" should be indicated, followed by the name and address of the tire company dealer or distributor supply point.

(f) "Zone number": The Texas Company zone number in which the account is located should be inserted here. When Form S-40, Records of Sales by Tire Company, are separated by salesmen within the zone, the salesman's initials should be shown following the zone number; for instance; Salesman R.A. Bell in Zone 9 would be indicated as "9-RAB." This procedure will assist the Clerk (TBA Promotion) in locating the account's S-40 card when posting purchases from the Form S-47.

(g) "Type of account": Here should be shown the proper type of account classification as applies to the individual account, as heretofore explained in Section 2, this part. The account should be listed as a "B", "C", "D", or "E" account and should not show a "W" or "J" classification. Should the purchase of any account fall within the "W" classification, the tire company will show a "W" to the left of the revenue under the "Tire and Tube" caption. If it is a "J" account, they will indicate the letter "J" to the right of the revenue under the "Battery and Home and Auto Supplies" caption.

10 - In setting up Form S-40 cards from Forms S-237 and Firestone Form S-757, the Clerk (TBA Promotion) should set up a "B", "C", "D", or "E", card only. When purchases are recorded on Form S-47 with the letters "W" or "J", another Form S-40 card should be set up for the "BW" account or "EW" or "J" account and such cards maintained in their respective order in the file. The "BW" and "EW" cards should show only tire and tube purchases of the account, whereas the "J" cards should reflect the batteries and home and auto supplies purchased by the account. The card should be cross-referenced with the account's regular "B", "C", "D" or "E" classification cards. The regular "B", "C", "D" or "E" cards should show the account's purchases of other tire company products not shown on the "BW", "EW" or "J" cards.

11 - Four copies of each sheet of Form S-47 covering Firestone accounts are to be mailed to the Firestone district office to reach them on the 25th day of each month. The Firestone district will insert the purchases and otherwise complete the form, returning one copy to The Texas Company Division Office not later than the 10th day of the following month

Copy EXHIBIT 26 & 7
OBTAINED 2-6-69 IN SO
BY

*12 - Goodrich requires only 3 copies of each sheet of Form S47 and these should be mailed to reach the Goodrich District Office not later than the 20th day of each month. One copy of each Form S-47 should be returned, completed, not later than the 12th day of the following month.

13 - The tire company district office, when returning Forms S-47 will complete the 2 captions at the top of the form reading as follows:

Purchase Amounts Inserted by_____

*Approved by_____

(*Forms S-47 will be approved for Firestone by the District Office Manager and for Goodrich by the District Operating Manager.)

14 - If Forms S-47 are not returned to the Division Office on or before the dates due, the Clerk (TBA Promotion) should contact the tire company district office to determine the reason for the delay. Should any tire company district office be habitually late in returning Forms S-47, the matter should be referred to the Representative (TBA Promotion) for handling.

*15 - As returned by the tire companies, completed Forms S-47 should be passed at once to the Accounting Department for recording in connection with the monthly statement, Form S-1213, Report of Sales by Firestone and B.F.Goodrich to Dealers, Consignees and Distributors, after which the Forms S-47 will be returned to the Clerk (TBA Promotion) for posting to Form S-40 cards.

16 - Forms S-47, when completed by Firestone and Goodrich, will include the "NET PURCHASES" as defined below, of all accounts shown thereon that are eligible and approved by the tire company.

(a) Firestone: The term "net purchases" is defined as the net recovery to Firestone resultant from total billings at invoice price, less all credits for returned goods, volume or quantity discounts and other allowances, except cash discounts. Sales of the following items will not be reported:

7004

Camelback

Used tires and tubes

Adjustment sales of tires and tubes (replacements on adjustment basis)

Wheels, rims and weights

Mechanical goods

Home and auto supplies purchased locally by stores and not part of Firestone regular line of merchandise

Equipment items (battery charges, wheel balancers, tools, display fixtures, etc.)

Rest room supplies

Advertising material

Transportation-freight charges

(b) Goodrich: The term "net purchases" means the total billings at net invoice price less all returned goods and other allowances, discounts or credits but with no deduction for volume bonus or cash discount. Sales of the following items will not be reported:

Adjustment sales of tires and tubes (replacements on adjustment basis)

Seconds, tires and tubes; used government surplus tires

Tires of competitive manufacture

Wheels and parts

Rental batteries

Transportation-freight charges

Advertising

Battery service kits

Equipment items

Exley EXHIBIT 26 1.8
OBTAINED 8-29 1953
BY
W H Cogan
ATTORNEY-EXAMINER

November 1, 1949

FILE NO. 1-19595

Budget dealer stationery

Hydrometers

Anti-freeze testers

Recapping and retreading service and vulcanizing repairs (sales of retreaded and recapped tires will be reported.)

Refrigerators, freezers, electric ranges and electric water heaters.

*Washing machines; ironers; oil space heaters
*Motorola radios (except auto radios)
*Motorola television sets
*Power lawn mowers

*17 - By special arrangement with Goodrich, the Division Office will be advised each month by the tire company district office of the names and addresses of any accounts to whom sales have been made and who apparently are eligible for listing on Form S-47, but have not been so listed. Upon receipt of information from Goodrich the Clerk (TBA Promotion) should investigate all such names with a view of issuance of Forms S-237, if warranted, or correction of dealer's name or trade name listing on Form S-47, etc., so that purchases will be reported properly in future months. If, however, it develops that the account is not eligible for listing on Form S-47, the Goodrich district office should be so advised by letter.

*18 - When listings of additional accounts are made to Forms S-47, it is the Goodrich practice to report sales for a period of 3 months prior to the month of first listing, and to include all sales made during the 3 month period on the current report. If, in any particular case, circumstances seem to warrant a check-back of more than 3 months, the complete facts in the case should be reported to the Territorial Office for handling, when considered advisable, with the Tire Sales Division, New York.

19 - Forms S-47 should be used also for memorandum purposes only, for the development by field personnel of information regarding purchases of those individual dealers operating Company-owned or leased service stations who are classified as associate accounts because some or all of their purchases are made from another Texaco dealer, Consignee or Distributor who serves as a supply point. When so used, the memorandum Forms S-47 should be prepared listing the associate accounts for which information is desired, in the usual manner except for certain changes in headings as follows:

(a) Obliterate line titled "Tire Co.District Office at."

(b) Obliterate line "Tire Co. Terr. No."

(c) Obliterate words "Tire Co." from line "Tire Co. Supply Point."

(d) The name and address of the Texaco dealer, Consignee or Distributor from whom information is required (for memorandum purposes only), will be inserted on the line titled "Supply Point."

20 - Completed Forms S-47 of the type described in the preceding paragraph, when received from field personnel should be rubber stamped "Memorandum for Statistical Purposes, Only," and referred at once to the Accounting Department. No postings whatever should be made from such memorandum forms to the regular Form S-40 or Form S-79 records.

SECTION 6 - FORM S-79, PURCHASES BY TEXACO ACCOUNTS FROM _____ TIRE COMPANY

1 - Forms S-79 should be prepared monthly, separately by zone, reporting thereon for each account the following:

Total purchases current month

Purchases batteries and auto supplies, cumulative

Total purchases, cumulative

Total purchases previous year, cumulative

Zone or area objective, current year

2 - For each account listed, the tire company's regular supply point and emergency supply point, if any, should be shown.

3 - Separate Forms S-79 listing each tire company's accounts, will be prepared in quadruplicate, from Forms S-40. Both active and prospective accounts are to be listed in strictly alphabetical order by towns and account's name.

4 - To facilitate monthly rendition of Form S-79 reports, a supply of sheets sufficient for several months should be obtained by hectograph reproduction. Care must be exercised each month to the end that all additions and deletions authorized since the current supply of Form S-79 was prepared, are properly entered to the sheets to which they apply.

5 - If preferred, rather than reproduce several months supply of Form S-79 immediately after preparation of new sheets, Division Office may reproduce only sufficient number of sheets for current month's use, retaining master sheet and using it for subsequent months after all necessary changes (additions, deletions, corrections, etc.,) have been made.

6 - Inactive accounts, meaning accounts for which no purchases have been reported for 3 consecutive months or longer, will be indicated by an asterisk (*) in column immediately following name and street address of account.

7 - Each Zone Manager's Form S-79 should be totaled and balanced, for current year only, with the Form S-40 summary card for the zone.

8 - Original and duplicate Form S-79 should be mailed to Zone Managers by the 22nd of each month; triplicate should be forwarded to State Manager attached to a summary for his area and the quadruplicate retained in Division Office.

9 - The quadruplicate may be used by Assistant Division Manager or Representative (TBA Promotion); however, should it be necessary to take this copy into the field, the Clerk (TBA Promotion) should make a notation of same and follow to see that it is returned to the Division Office file.

Cilley EXHIBIT 24 p. 10
OBTAINED E-24 1953
BY
N. M. Cilley
ATTORNEY-EXAMINER

November 1, 1949

FILE NO.

10 - State Manager's copies of zone Forms S-79 should be forwarded to him attached to a summary Form S-79 addressed to State Manager, on which should be recorded the zone number and the total purchases disclosed by each of the individual zone reports attached, The State Manager's copy should be totaled and balanced against summary Forms S-40 cards and the State Manager's objective inserted.

11 - Zone Managers, upon receipt of the original and duplicate copies of Forms S-79 should review the accounts as to the accuracy of the information shown (name, address, supply point, etc.). When checking supply points, if the Firestone store emergency supply point is not indicated on Form S-79 it should be called to the attention of Clerk (TBA Promotion) by a notation on the reverse side. All such notations should be handled to ensure that purchases are being transferred to the Firestone district office supply point and included with the dealer's purchases on Form S-47.

12 - The Zone Manager should record on the reverse side of Forms S-79 any comments he believes necessary as a result of his review of the form. Upon concluding such handling, Zone Manager should return the original to the Division Office, showing date the form is returned and his signature on the line provided in the upper right corner.

13 - Where Zone Manager has more than one Salesman in his zone with the approval of the Division Management separate Form S-79 may be issued to each Salesman for the accounts in that Salesman's area. Where this procedure is observed, Form S-79 for individual salesmen should be balanced (current year, only) against a Form S-40 summary card maintained for each Salesman, if maintained, otherwise the aggregate of all Forms S-79 for Salesmen within the zone should be balanced with the zone summary card. Distribution of such Forms S-79 may be made direct to Salesmen, or with Division Management's approval, the Salesmen's Form S-79 may be sent to Zone Manager for distribution. In either event, Zone Manager should be furnished Form S-79 summary by Salesmen, to which should be attached a copy of the Form S-79 prepared for each of the Salesmen under his supervision.

14 - In such cases, a copy of the individual Salesman's Form S-79 should not be sent to the State Manager attached to summary for the state; instead there should be attached a Form S-79 summary for each of the zones under his supervision, as the zone form will only indicate the names of the Salesmen and the total amount of the dealer's purchases, etc. When the State Manager wishes to review the Forms S-79 for an individual Salesman, he can secure the Zone Manager's copy of the salesman's Form S-79 or the duplicate which the Salesman retains.

15 - Where Form S-79 is sent direct to Salesman, the Salesman should handle the same as outlined for Zone Manager and return the original to the Division Office with any comments that he believes necessary recorded on the reverse side.

16 - A strict control should be maintained to ensure return from Zone Managers or Salesmen of original Forms S-79 bearing evidence of checking by the responsible employe. If not received within a reasonable time, tracer letter should be written and copy furnished to immediate superior of the delinquent. In addition, on or about the end of each month a memorandum letter should be written to Representative (TBA Promotion) listing the names and titles of employes who have not returned Forms S-79, stating the month covering all instances where Forms S-79 have been outstanding with field personnel for more than 30 days. Tracer activities should be continued by Clerk (TBA Promotion) and Representative (TBA Promotion) until all Forms S-79 have been received.

17 - The Clerk (TBA Promotion) upon receipt of Forms S-79 after handling by Zone Managers or Salesmen, should review the comments on the reverse side and arrange for any handling that may be required due to such comments.

18 - After completeion of all required handling, original Forms S-79 should be filed in special file folders set up by zones or Salesmen to conform with original distribution of the reports.

19 - Where approval has been granted by Territorial Office, it will be in order to prepare an extra copy of zone and Salesman Forms S-79 for mailing to the Dealer Service Representative every month. If preferred by Division Management, the triplicate copies of Forms S-79 furnished to State Managers, may be used for the purpose. The Dealer Service Representative should not be concerned with the accuracy of names, etc., but should use the report merely as general information to assist him in measuring the progress of the dealers.

SECTION 7 - ANALYSIS OF TBA PURCHASES BY ACCOUNTS

1 - If an account remains inactive 90 days after it has been approved by a tire company and listed on Form S-47 of that tire company, Clerk (TBA Promotion) should notify the Assistant Division Manager and Representative (TBA Promotion), giving the name, address, classification, and date of tire company approval of such account. The Assistant Division Manager or Representative (TBA Promotion) should immediately handle with the tire company District Manager in an effort to change the account to the active status. If, after a reasonable length of time, the account does not become active with the tire company originally approving the account, the person handling should request Clerk (TBA Promotion) to prepare a Form S-237 for nomination of the account to the other tire company. The Clerk (TBA Promotion) should maintain a close follow up on the handling of such accounts.

2 - Every 3 months, Forms S-40 for all inactive accounts should be scrutinized closely by Assistant Division Manager, Representative (TBA Promotion) and Clerk(TBA Promotion) to eliminate any accounts that do not represent real potential outlets for the sale of TBA merchandise, or for consideration of nomination to the other tire company.

SECTION 8 - ELIMINATION OF ACCOUNTS FROM TIRE COMPANY LISTS

1 - When and as it is concluded, based on notice of cancellations of agreement with Consignee, Distributor or other account, or based on authentic information received from any other source, that accounts should be eliminated from tire company lists and records for reasons such as:

(a) Cancellation of Distributor, Consignee or dealer agreement;

(b) When elimination is recommended by the Zone Manager or Salesman, for reasons stated on reverse side of Form S-79, and Representative (TBA Promotion) is in agreement;

(c) Other reasons which justify or necessitate the elimination of an account from tire company lists and records;

the following will be observed:

*(i) Deletion of account from FIRESTONE lists:

Firestone Form S-757, Changes in Oil Company Listings, will be prepared in duplicate, sending the original to the Firestone district office and retaining the duplicate for Division Office file. The reason for the deletion of the account should be stated under "Comments" on the form.

FTC EX. 1-19-72
ATTORNEY-EXAMINER
W. U. Lloyd
BY
OBTAINED
EXHIBIT 8-25 1973
26 F.T.C.

Cancels November 1, 1949 August 1, 1951
*Denotes change

(ii) Deletion of account from GOODRICH lists:

A form letter, reproduced on outside letterhead, should be written to the Manager of the Goodrich district office concerned, advising of the elimination and the reason therefor. The form of letter to be used for this purpose is as follows:

SALE OF TIRE COMPANY PRODUCTS
ELIMINATION OF TYPE____ACCOUNT

Mr._____
B.F. Goodrich Company,
(Address)

Dear Sir:

Effective , 19 , the following type____account should be eliminated from our list of approved accounts:

Name_____

Trade name_____

Address_____

Supply point_____#

Reason for elimination_____

_____

The above change will be made on our next Form S-47.

Yours very truly,

_____

#Show also the "Tire Company Territory Number", if any assigned.

*2 -

EXHIBIT 26 p.12
OBTAINED 6-29-59 IN
BY
H H Royal
ATTORNEY-EXAMINER
FILE NO. 1-19691

Cancels November 1, 1949
Page 22 eliminated

August 1, 1958

JAX 71

Commission's Exhibit 42

CY 42

Form 5-227 11-20-2001

ANALYSIS OF ACCOUNT FOR SALE OF T. B. A. PRODUCTS

FEDERAL TRADE COMMISSION
DOCKET 6485 EXHIBIT NO. 42
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 15 1956 WITNESS
ACE REPORTING CO., Official Reporter
By - MONICK

To The Texas Company Division Office at: _____

Name of Account: _____ Trade Name: _____

Replaces: _____ Trade Name: _____
(Outgoing Account's name)

Street Address: _____ Town & State: _____

Truck Stations Serving: _____ The Texas Company Zone No. _____

EFFECTIVE DATE of account's Lease and/or Agreement with The Texas Company _____ 19____

Account's monthly gasoline gallonage: _____ Actual ☐ Estimated ☐

This is: A Consignee ☐ A Company Owned Station ☐

A Distributor ☐ A 1st Party Leased Station ☐

A Contract Resale Account ☐ A 3rd Party Leased Station ☐

If not a regular drive-in type service station explain type: _____

If consignee or distributor, number of drive-in type service stations served: _____

Brands sold by outgoing account: Tires: _____ Batteries: _____

Home and auto supplies: _____
(Show major lines only)

Estimated potential annual dollar purchases of T. B. A. Products:

Tires & Tubes $ _____ Batteries $ _____ Home & Auto Supplies $ _____

Name of Tire Company selected by this account: _____

How Selected Company Notified: By Phone ☐ By Letter ☐ In Person ☐ Date Notified: _____ 19____

Have you made appointment with Tire Company Salesman for joint call? Yes ☐ No ☐ Date of appointment: _____ 19____

Suggested T. B. A. supply point for this account: _____
(Name and Address)

_____

Submitted by: _____ Date _____ 19____
(Zone Manager — Salesman)

To: _____ Tire Company District Office at _____

For information purposes only, we furnish you the above analysis of this type _____ account.

Attached is your Form _____ covering this addition ☐, replacement ☐, as of the effective date shown. Please return one signed copy immediately, advising whether or not you approve the account. If approved, indicate your Territory number and the logical supply point for the account. If and when your products are sold to this account, please furnish us with another signed copy of your form indicating the date of first sale and the actual supply point that will serve the account.

Sufficient copies of your form are furnished you for your notices of approval and activation.

_____ (Date) _____ (Signed)

7213

JAX 72

Commission's Exhibit 43

S-757 Rev. 2/17/58

CHANGES IN OIL COMPANY LISTINGS

CX 7

ISSUED BY: ☐ OIL COMPANY ☐ FIRESTONE DISTRICT

REASON FOR ISSUING: ☐ ADDITION ☐ SUCCESSION ☐ DELETION ☐ OTHER Date _____

Firestone District _____ Oil Co. _____ Oil Co. Division _____

Acct. Type (Code) _____ Name _____ Proprietor _____ Title _____

Address _____ Street _____ Town _____ State _____ Dealer Replaced _____

Date Effective _____ Oil Co. Reg. No. _____ Firestone Store City or Terr. No. _____ Regular Supply Point _____ Emerg. Supply Point _____

Initial Order $ _____

Date Firestone Contract _____ Fiscal Ann. Vol. Firestone Prod. $ _____

% Firestone Products

Tires _____ % Batteries _____ % Home and Auto Supplies _____ %

Brands Handled Other Than Firestone: Tires _____ Batteries _____ Home and Auto Supplies _____

Principal Business _____

Comments _____

INSTRUCTIONS:—Oil Company will forward three copies to Firestone District Office. District Manager will immediately approve, inserting territory number or store name, and emergency supply point when necessary, or will disapprove, returning original promptly to Oil Company. District will receive one copy on deletions for file.

On approved accounts, forward duplicate copy to Territory or Store Manager with sales assignment. Where field investigation indicates change in approval or other revisions necessary, or change in dealership, supply point, etc., prepare new S-757 in duplicate showing reason and sending original to Oil Company.

DISTRICT APPROVAL

APPROVED ☐

NOT APPROVED ☐

By _____ District Manager

Date _____

7015

FEDERAL TRADE COMMISSION

DOCKET 6485 Exhibit 43

IN THE MATTER OF Goodrich

DATE 11/6/57 Witness

Mail Unit Reporting Service

By Gerichten

MAX 73

Commission's Exhibit 44

[redacted]

FORM 1329 11-8-51
LITHO IN U.S.A.

B. F. Goodrich
NOTIFICATION OF OIL COMPANY DEALER CHANGE

CX 44

NATURE OF CHANGE: ADDITION ☐ REPLACEMENT ☐ DELETION ☐ Date

(a) Oil Co. (b) BFG District

Division This form initiated by ☒ a ☐ b

Oil Company Signature

Proprietor Name Trade Name

Outlet Date: Street Address City — State

Type of Outlet Oil Co. Code

Date change effective If replacement: Former Dealer

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION'S EXHIBIT NO. 44
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 15 1956 WITNESS
ACE REPORTING CO., Official Reporter
By MUSICA

Terr. Mgr. or Store Mgr.

TBA Primary Supply Point Emergency Supply Point

Date: Initial Order $ Date

Est. Ann. Potential "T" "B" "A"

Comments:

Form Use: When initiated by Oil Co. — four copies sent to BFG District. Disposition — Original returned to Oil Co. 2nd Copy — to Terr. or Store Mgr. for solicitation and return after contact. 3rd Copy to Div. Oper. Center. 4th Copy Dist. Mgr. follow-up file.

When initiated by BFG advise Oil Co. of initial order, Supply Point change, etc., Orig. to Oil Co. 2nd Copy — Dist. file.

BFG ACCEPTANCE
☐ ACCEPTED ☐ REJECTED

District Mgr.

Date

JAX 74

Commission's Exhibit 45A

Form S-13 3-52-24M

RECORD OF SALES BY TIRE COMPANY

Type of Account: Co. Owned ☐ 1st Party ☐ 3rd Party ☐

City and State: CY 45 (a)

Street Address: (2)

Bulk Station Serving

Texaco Zone No. Texaco Salesman

Date I. G. Installed

Tire Co. 4 Tire Co. District Tire Co. Territory No.

ACCOUNT NAME	TRADE NAME	Effective Date TTCo Agreement	DATE FORM S-237 Issued to Tire Co.	Approved

FEDERAL TRADE COMMISSION
EXHIBIT NO. 45A
USE OF RF COMPANY STORES CO.
SEP 10 1956 WITNESS
REPORTING CO., Official Reporter

By MONICK

TBA SUPPLY POINT

DATE SET UP

EXHIBIT 35
OBTAINED
BY
ATTORNEY-EXAMINER

FILE NO.

Emergency Supply Point

7020

JAX 75

Commission's Exhibit 45B

MONTHLY PURCHASES (Dollars)

Additional purchases for previous months will be interlined and keyed with [illegible]

	19	19					19				
Month	Total Cumulative	Tires and Tubes	Batteries and Auto Supplies	Total	Total Cumulative Batteries and Auto Supplies	Total Cumulative	Tires and Tubes	Batteries and Auto Supplies	Total	Total Cumulative Batteries and Auto Supplies	Total Cumulative
Jan.											
Feb.											
Mar.											
April											
May											
June											
July											
Aug.											
Sept.											
Oct.											
Nov.											
Dec.											
Total											

FEDERAL TRADE COMMISSION
EXHIBIT NO. 45B

Docket No. 6466

PURCHASES BY TEXACO ACCOUNTS HANDLING GOODRICH PRODUCTS

SHEET NO. 17

MONTH OF JUN NOV 19

FEDERAL TRADE COMMISSION

DOCKET NO. 6485 EXHIBIT NO. 46A

IN THE MATTER OF B.F. Goodrich + Texas Co.

DAI. SEP 10 1968 WITNESS TEXACO

TEXACO DISTRICT OFFICE AT WASHINGTON, D. C. TEXACO ACCOUNTING CODE 2374

PURCHASE REQUESTED BY

TEXACO SUPPLY POINT WASH. D/O BY MONICK

APPROVED BY

ZONE NO.	ACCOUNT NAME	TRADE NAME	STREET ADDRESS CITY AND STATE	Number of Pages	TIRES AND TUBES (Dollars)	BATTERIES, RADIO AND AUTO SUPPLIES (Dollars)
[illegible]	J. V. Bauer	Carl & Jack's Texaco	6th & Md. Ave. Washington, D. C.	G	1	
FMHS	Charles W. De Priest	Bethesda Texaco	5201 Wisconsin Ave. Bethesda, Md.	G	922 X	46 X
FMHS	[illegible]	[illegible]	[illegible]	[illegible]		
FMHS	R.J. & J.T. Dodson	Dodson Bros.	Rockville Pike Rockville, Md.	G	300 X	
TAES	J. J. Freeman	Johnny's S/S	20th & N.Y. Ave., N.W. Washington, D. C.	G	651 X	
FMHS	H. J. Heisman	Burt Heisman's	1503 Lee Hwy. Arlington, Va.	G	1042 X	197 X
FMHS	L. P. Kelley	Triangle S/S	King & Braddock Rd. Alexandria, Va.	G	376 X	223 X
TAES	Richard D. Lapolose	Dick's Texaco Ser. Sta.	U. S. Hwy. 1 Beltsville, Md.	G	1	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		
CWES	L. E. Williams	Suitland Ser.	Suitland Rd. & Ewing Ave. Suitland, Md.	G	1750 X	228 X
CWES	W. C. Winn	Winn's Texaco Service	East-West Hwy. Silver Springs, Md.	G	923 X	98 X
TAES	Lyle E. Rowe	One Stop Service	3107 Bladensburg Rd., NE Washington, D. C.	G	1	
	Pa: L: Co: [illegible]		[illegible] Alexandria Va.	G	1	
				TOTALS	15348	851

PREPARED BY THE TEXAS COMPANY OFFICE AT NORFOLK, VIRGINIA

JAX 76

Commission's Exhibit 46A

PURCHASED BY TEXACO ACCOUNTS HANDLING FIRESTONE PRODUCTS

SHEET NO. 9

MONTH OF JUN 1952

TEXACO DISTRICT OFFICE AT BALTIMORE, MD. TEXACO TERM. NO. 4 PURCHASE ACCOUNTS INSERTED BY J. P.

TEXACO SUPPLY FORM 604 R. I. STORE, WASH. D.C. 1321 PREPARED BY

LOCAL NO.	ACCOUNT NAME	TRADE NAME	STREET ADDRESS CITY AND STATE	TYPE OF ACCT.	TIRES AND TUBES (Carcass)	RETREAD MATERIAL (Carcass)
DWC5	W. W. Ritchie	Jack's S/S	5315 Central Ave., S.E. Capitol Heights, Md.	C		
DWC5	Frank Ward		Piscataway Hwy. Clinton, Md	C		
TAE5	John W. Iyles	Transitruck Center	U. S. Hwy. #1 Muirkirk, Md.	D	114	
DWC5	T. B. McKaller		Minn. & Hennings Ms., NE Washington, D. C.	C	66	
TAR5	T. E. Miller		3107 Bladensburg, Rd.NE Washington, D. C.	C	27	19
				TOTALS	207	19

PREPARED BY THE TEXAS COMPANY OFFICE AT NORFOLK, VA.

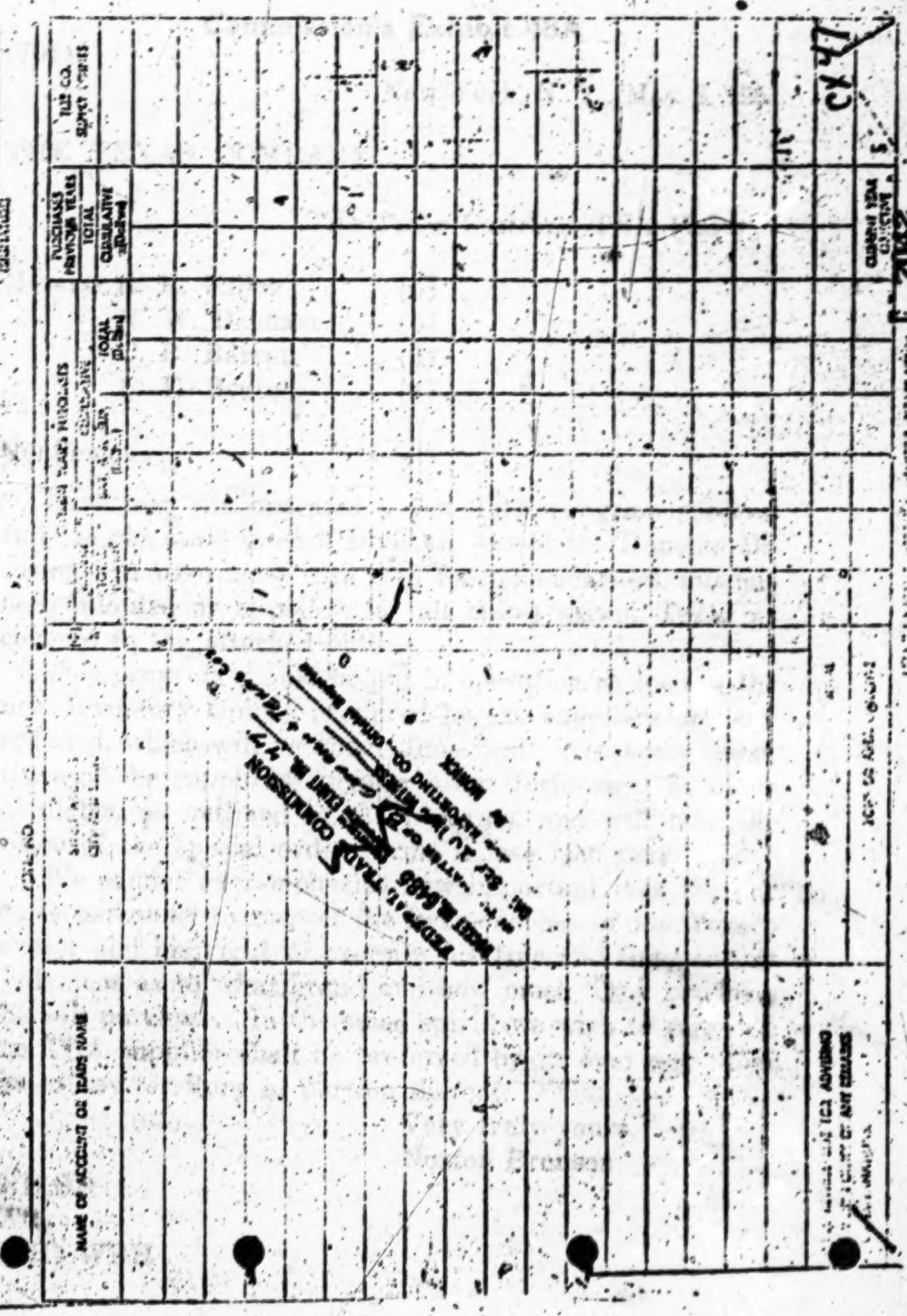
7030

CXID 46(4)

JAX 77.
Commission's Exhibit 46E

JAX 78

Commission's Exhibit 47



PURCHASES BY TEXACO ACCOUNTS FROM ______ TIRE CO. MONTH OF ______ 19__

DATE [illegible] ______ BY ______

(SIGNATURE)

ZONE NO. ______

NAME OF ACCOUNT OR TRADE NAME	STREET ADDRESS CITY AND STATE	[illegible]	CURRENT YEAR'S PURCHASES				PURCHASES PREVIOUS YEARS	TIRE CO. SUPPLY POINTS
			MONTH		CUMULATIVE		TOTAL	
			TOTAL (Dollars)		[illegible] (Dollars)	TOTAL (Dollars)	CUMULATIVE (Dollars)	
[illegible] FOR ADVISING [illegible] OF ANY REMARKS [illegible]	TOTAL							
	[illegible]						CURRENT YEAR [illegible]	$

(*) [illegible] F 7042

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 47
In the matter of B. F. Goodrich & Texas Co
Date Sep 30 1958 Witness
[illegible] REPORTING CO., Official Reporters
By MONCK

CX 47

Commission's Exhibit 48A

(7044)

New York, N. Y., May 8, 1951

THE TEXAS COMPANY

THE TEXAS COMPANY TBA PROGRAM

Messrs. R. R. Kibbe (5)
R. W. Debnam (5)
C. B. Barrett (5)
D. E. Beaton (4)

Gentlemen:

Last year you operated a test TBA program successfully in one state in each Division, except the Houston Division. In accordance with your recommendations, this has been adopted as a policy for all states except Texas as covered in the attached outline.

This program should be put in operation as soon as the new Inventory Guides prepared by the suppliers are distributed, which will be about June first. Necessary quantities of the suppliers' regular order forms will be made available, as outlined in the program, and will take the place of the special order forms in use last year.

We cannot overemphasize how important it is for our sales personnel to respect the independence of the Texaco dealer and his right to exercise his free and independent judgment as to what brand and how much TBA products he will purchase. In the same spirit, we wish to reiterate no TBA supplier shall be preferred by us over any other as to any territory or portion thereof.

Very truly yours,
Norton Bronson

NB:SD
Att.
WHi WBH

Commission's Exhibit 48B

(7046)

May 8, 1951

THE TEXAS COMPANY TBA PROGRAM

It is The Texas Company policy to encourage dealers, consignees and distributors to establish superior service to their customers by handling TBA as a means of attracting customers and increasing their business and profits. In so doing, The Texas Company makes recommendations to its dealers, consignees and distributors as to automotive accessories having a national acceptance as merchandise of merit and dependability. In this connection we recommend the lines of merchandise of Firestone Tire & Rubber Company and B. F. Goodrich Company, and will aid and assist a dealer, consignee or distributor in making proper contacts with the representatives of either company who will thereupon make his own arrangements for the sale and distribution of T.B.A. of the company selected by him. Regardless of our recommendations, we should always, to his interest and ours as well, be ready to aid and assist the dealer, consignee or distributor in his T.B.A. program whoever his supplier or suppliers might be, Firestone, Goodrich, or anyone else.

The activities of The Texas Company's selling personnel in carrying out our TBA program will effectuate this policy of aid and assistance but will not *supplant* the efforts or activities of the T.B.A. supplier's selling personnel.

Definite responsibilities and activities necessary to the effective adaptation of our TBA program are now a part of the regularly assigned duties of certain of The Texas Company's field personnel who normally contact dealers or consignees or distributors. In the outline of these duties given below, reference is made in most instances to "dealers". It should be understood, however, that every phase of

Commission's Exhibit 48C

(7048)

this program is readily adaptable to the wholesale T.B.A. programs of consignees or distributors, and equal effort should be used by The Texas Company's personnel in trying to sell them on the merits of this program and the benefits they can gain by adopting it for their own use and wholeheartedly encouraging their dealers to adopt it.

The aim of this program is to counsel with and assist the dealer in the selection of T.B.A. merchandise that will be most suitable to his specific needs and in his establishment of an effective control over the stock through the use of the Suggested Basic Stock Assortments and the Inventory Guide Forms like those furnished by both Firestone and B. F. Goodrich. It is not to be applied in any manner whatsoever that would impair any dealer's freedom to purchase such brands and quantities of T.B.A. merchandise as he desires. Our dealers, consignees and distributors are independent businessmen, and instructions that no undue influence is to be used to interfere with their free and independent judgment remain unchanged.

The Texas Company's selling personnel are expected to become familiar with Firestone and Goodrich Inventory Guide Systems and T.B.A. merchandise and the merchandising of T.B.A. products generally. But, it should be clearly understood that we will render equal assistance to all dealers in setting up and maintaining his own basic TBA stock assortment and Inventory Guide system along these lines regardless of the brand of merchandise handled.

We list here in their proper sequence the more important steps to be followed by The Texas Company's selling personnel in the proper application of this program.

Commission's Exhibit 48D

(7050)

—3—

1. They should use their best efforts to sell the dealer for his own benefit and interest on the proper and continual use of the Basic Stock Assortment and Inventory Guide Form as a means of establishing and maintaining a well-balanced stock of T.B.A. merchandise suitable to the dealer's specific needs. Some of the advantages to the dealer are:

(a) Required investment in inventory is smaller and turns over faster due to more frequent reordering.

(b) Faster turning inventory means greater profits.

(c) More complete stocks—less lost sales.

(d) Less hazard of obsolescence, less shopworn merchandise.

(e) Signals dormant and slow-moving stock, permitting immediate liquidation and minimizing loss of profit.

(f) Less time required to take inventory and place orders.

(g) Less time required for interviewing T.B.A. salesmen presenting specialty items and diverse lines.

(h) Less necessity to make emergency purchases resulting in reduced profits and lack of uniform quality.

(i) Less occasion for loss of business due to out-of-stock merchandise—"YOU CAN'T DO BUSINESS FROM EMPTY SHELVES".

If and when the dealer wishes to adopt such a plan, The Texas Company's personnel should:

2. Immediately contact the sales representative of the dealer's chosen supply point, and if possible make a definite appointment with him for a joint call on the dealer for the purpose of setting up his Basic Stock and Inventory Guide System. Joint calls for such purposes

Commission's Exhibit 48E

(7052)

are not only proper but highly desirable. However, when The Texas Company's personnel become completely familiar with suppliers' merchandise and the installation of this program, it should not be absolutely necessary that the supplier's representative be present when proceeding to set up the system. Also, there is no reason why the supplier's representative could not complete the installation without the assistance of The Texas Company's sales representative.

The Texas Company's representative and/or the supplier's representative, should counsel with the dealer in the establishment of his desired basic stock assortment. Care should be given in the selection of items and recommended quantity to be carried in inventory, making certain that the dealer has full understanding of what a well balanced stock should contain in order to assure the best turnover and maximum profit. This basic stock as decided upon by the dealer should be recorded in the "Basic" Stock column on the Inventory Guide Form. When this phase of the system has been accomplished, they should then assist the dealer in taking a physical inventory of his merchandise on hand. The quantity of each item on hand should be recorded in the first "Inventory" column of the Inventory Guide Form.

From this item to item inspection and comparison of the quantity in actual inventory with the quantity decided upon by the dealer as his desired basic stock assortment can be developed the obsolete, shopworn, and overstocked merchandise as well as out-of-stock items or items in short supply. Here, the dealer should be encouraged to start an immediate liquidation sale of dormant and slow-moving stock, thereby freeing that portion of his capital that has become a dead investment to him, and thus possibly minimizing his potential loss of profit.

Commission's Exhibit 48F

(7054)

If the supplier's representative is present when the installation of the dealer's Inventory Guide has been completed, he will obviously solicit an order from the dealer for the TBA merchandise needed to bring his inventory up to his desired basic stock assortment. Otherwise, if desired by the dealer, The Texas Company's sales representative may write up such an order and personally mail or deliver it to the dealer's chosen supply point.

3. As an added assistance to the dealer and on each regular call on the dealer, The Texas Company's selling personnel should make a spot check of the stock on hand, then compare his findings to the dealer's basic stock in order to determine stock needed. He then, if requested by the dealer, may secure orders for B. F. Goodrich or Firestone T. B. A. merchandise from dealers who handle those brands. Such orders may be written upon the tire company's order form regularly in use by their field selling personnel. A supply of these order pads for use in such instances will be furnished to our selling personnel.

Obviously our sales representative should encourage the dealer to himself assume the responsibility of the proper maintenance of his own T.B.A. inventory records.

So that there will be no misunderstanding, we repeat that these activities are designed to aid and assist the dealer and not to *supplant the taking of orders or the selling efforts of those TBA suppliers.* This program is to be used as an aid to the dealer's merchandising of TBA products by assisting him in the proper maintenance of a well balanced stock adequate for his particular needs and further assisting him in submitting orders for these products between the calls on the dealer by the sales representative of his tire company supply source.

Orders written by The Texas Company's personnel for TBA merchandise should show the tire company stock numbers and definite description of the items ordered.

All orders for TBA merchandise should be written in triplicate. The original of the order will be personally mailed or given to the dealer's chosen supply point by The Texas Company's sales representative. The duplicate copy will be left with the dealer, and the triplicate copy will be handled in accordance with The Texas Company Division Managers' instructions. It will be necessary for the dealer to personally sign in the space provided on the form all copies of such TBA orders submitted by The Texas Company personnel. Also, The Texas Company sales representative must sign all copies of the order in the space provided for "Salesman".

In their efforts to promote the dealer's TBA merchandising, our sales representative no doubt will run into situations where the dealer is not entirely clear on his buying arrangements or has some complaint as to the merchandise or treatment received from his supplier. In such cases, our sales representative should arrange with the sales representative of the supplier to make a prompt call on the dealer to clear up any misunderstandings. When desirable or necessary, if requested by the dealer our sales representative may be present when the supplier's representative makes his call on the dealer for this purpose.

If the dealer's supply point does not carry out such arrangements as requested by The Texas Company sales representative, our representative should inform his supervisor of the difficulties.

Commission's Exhibit 48H

(7058)

which he confronted in order that The Texas Company Division Office may be in turn informed and institute a follow-up for correction with the District Manager of the supplier.

In the case of a new dealer (replacement dealer or dealer for a new station) when the dealer has indicated an interest in the Firestone or Goodrich line, The Texas Company sales representative should make definite arrangements with the sales representative of the selected supplier for a joint call on the dealer. This call is for the purpose of introducing the dealer to the supplier representative. This will be followed by a discussion of an initial basic stock assortment suited to the dealer's needs and desires. For the protection of the dealer's interests, The Texas Company's sales representative and the supplier's representative should explore fully with the dealer the problem of what his TBA stock should contain to assure him the fastest possible turnover and maximum profits. The Texas Company's sales representative should make sure the dealer not only understands their recommendations but is in complete agreement that the proposed basic stock assortment will satisfy his initial requirements, and is the result of his free and independent judgment.

As stated before, all phases of this plan, including the benefits to be gained, can be just as effectively applied to wholesale stocks maintained by a consignee or distributor as to his dealer's stocks. Consignees and distributors should be encouraged to put this plan in operation with each dealer to whom he sells TBA merchandise. Where the consignee or distributor is not in the TBA business or does not handle a complete line of TBA merchandise for his dealers, The

Commission's Exhibit 481

(7060)

Texas Company's sales representative should expose this plan in its entirety as a means of encouraging consignees and distributors either to enter the TBA field or to expand their lines of TBA merchandise so that they can supply adequately the needs of their dealers.

It should be understood that the primary objective of The Texas Company's TBA Program is the prosperity of our dealers. Due to increasingly competitive conditions, and for the good of our dealers, it is essential that we help the dealer establish a workable TBA merchandising program to maintain his income, and if possible to increase it. Thus, while this program is primarily in the dealer's interests, it is also very much in The Texas Company's interest for it may well be the means of survival of many of our dealers as well as dealers served by our consignees and distributors.

In order to discuss this program intelligently with dealers, consignees and distributors, each member of The Texas Company's sales organization must take advantage of every available opportunity to gain a more thorough knowledge of Firestone and Goodrich TBA merchandise as well as to keep abreast of successful TBA merchandising methods generally.

Accordingly, it is apparent that our sales organization should be impressed with the importance of The Texas Company's TBA program and the fact that they must become better equipped to carry on their part in it. Again, it should be mentioned that the execution of this program is supplemental to and is not to supplant the activities of the suppliers. It does become the responsibility of each member of the sales organization normally contacting dealers, consignees, or distributors to do his part to make certain that they

Commission's Exhibit 48J

(7062)

receive reasonable and proper attention from their supplier, promptly reporting to management any situations where this is not the case. Thus The Texas Company selling personnel is expected to have the TBA picture in mind on every call made on our dealers, consignees and distributors. The success of The Texas Company's TBA program as well as the maximum benefits to the dealer depend upon the systematic follow-up given this program by our sales personnel.

Within the clear limits defined herein it is expected that The Texas Company's sales organization will take advantage of every available opportunity to sell Firestone and Goodrich merchandise to dealers, consignees and distributors, *always keeping in mind the fact that dealers, consignees and distributors are independent business men and entitled at all times to exercise their free and independent judgment as to what brands and how much TBA products they will buy.*

JAX 89

Commission's Exhibit 49A

Bartlett
9/9 n

THE TEXAS COMPANY

New York, N. Y., December 19, 1951

THE TEXAS COMPANY'S TBA PROGRAM
STATEMENT OF POLICY

CIRCULAR LETTER NO. 524

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 49-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 16 1956 WITNESS BARTLETT
ACE REPORTING CO., Official Reporter
By MONICK

Messrs. R. R. Kibbe
J. A. Winger
C. B. Barrett
D. E. Beaton

Gentlemen:

In order that all concerned may be fully informed, The Texas Company's policy with respect to the procedure to be followed in carrying out its TBA program, which policy has been in effect for many years, is reiterated below:

1. When presenting the merits of the Company's TBA program to Texaco dealers, the selling personnel should explain to the dealer that even though The Texas Company does not handle tires, batteries and auto supplies, it recognizes the advantages to be derived by the dealer from the handling of such merchandise and the necessity for the dealer to do so in order to be competitive, meet the requirements of his customers, and enjoy more profitable operations.

   Texaco dealers should be encouraged to expand their business beyond the sale of petroleum products for the reasons outlined.

2. To facilitate the handling of TBA merchandise by Texaco dealers the Company provides adequate display equipment in its service stations for the sale of such items.

3. The Company recommends certain lines of merchandise which are nationally advertised and enjoy national distribution, just as is true with respect to Texaco products.

4. Notwithstanding the fact that the Company recommends to its dealers certain lines of TBA merchandise, it should be recognized by all concerned that the Company has neither the right nor desire to dictate to the dealer the type of merchandise he should handle or the source from which he should purchase such merchandise.

7031

5. In the interest of the dealer any recommendation with respect to TBA merchandise made by a Texaco representative to a Texaco dealer should take into consideration the following factors:

   (a) The dealer's requirements based on an analysis of the potential market;

   (b) The availability of a convenient source of supply;

   (c) The representation of the tire companies already established in the area, and the type of service that will be available through the wholesale supply point;

   (d) In all dealings the fact that the Texaco dealer is an independent businessman must be emphasized and he must be permitted to operate as such.

6. If, in exercising his own free choice of the brand of TBA merchandise he desires to handle, the dealer expresses a preference either for the Goodrich or Firestone line, following a clear cut and straight forward presentation of the Texaco TBA program as outlined, the Texaco representative should assist the dealer further by arranging to introduce him to a sales representative of the supplier chosen by the dealer. It should be recognized at all times that the negotiations between the dealer and the TBA representative, and any purchase arrangement resulting therefrom, are matters for their mutual consideration, and the Texaco representative should not interfere with or attempt to influence such negotiations or purchase arrangements in any way.

7. The Company's assistance to Texaco dealers goes beyond the mere recommendation covering the Goodrich or Firestone line. In an effort to assist dealers to expand and develop their business, the Company urges them to keep on hand an adequate amount of merchandise of the proper type to serve fully the motorists' needs. The Firestone or Goodrich Suggested Basic Stock Assortment and Inventory Guide System is considered to be the simplest method available to assure the maintenance of a well balanced stock of fast moving TBA merchandise.

The Texaco selling personnel should therefore offer to make recommendations to the dealers with respect to the proper selection of basic stocks of TBA merchandise and to assist them in the initial installation of the Inventory Guide System. After the inventory is properly set up Texaco personnel should take no further part in maintaining and handling of such inventory except to the extent of taking orders for merchandise required, as indicated in Item 8.

8. If the dealer so desires, The Texas Company's selling personnel will further aid him by actually writing up the dealer's order for Goodrich or Firestone merchandise and will personally mail or deliver such orders to the dealer's regular source of supply.

9. The primary purpose of The Texas Company in sponsoring its TBA program is to counsel with and continually assist Texaco dealers so that they will establish and maintain superior service to their customers and thereby earn greater profits.

10. Although in the foregoing program reference is made to Texaco dealers, it should be understood that every phase of the program outlined is readily adaptable to all TBA programs of Texaco consignees and distributors. Equal effort should be made by the Company's selling personnel to sell them on the merits of the program and the benefits to be derived by adopting it for their own use, and wholeheartedly encouraging the dealers they serve to adopt it.

11. Definite responsibilities and activities necessary to the effective adaptation of the Company's TBA program are a part of the regularly assigned duties of all of The Texas Company's field personnel who normally contact dealers, or consignees, or distributors. The Company's selling personnel are expected to become familiar with the Firestone and Goodrich Suggested Basic Stock Assortment and Inventory Guide System and the merchandising of TBA products generally. It should be clearly understood, however, that assistance will also be rendered by Texaco personnel to all dealers in setting up their own Basic Stock Assortment and Inventory Guide System regardless of the brand of merchandise handled.

It should be further understood by all concerned that the activities of The Texas Company's personnel in carrying out its TBA program must be considered as an addition to the efforts or activities of the TBA suppliers' selling personnel and not in lieu thereof.

JAX 92

Commission's Exhibit 49D

FEDERAL TRADE COMMISSION

DOCKET NO. 6455 COMPLAINT OR EXHIBIT NO. 13-B

49-D

RRK JAW CBB DEB -4- 12-19-51

12. The importance of respecting the independence of the Texaco dealer and his right to exercise his free and independent judgment with respect to the brand of TBA merchandise he will handle, and the quantities he will purchase, cannot be over-emphasized. Insofar as The Texas Company is concerned no TBA supplier shall be preferred over any other as to any territory or portion thereof.

The foregoing covers completely The Texas Company's TBA policy of long standing and it must be adhered to without deviation.

Yours very truly,

RLS:MJD

WH SCB WBH NB JMG WFW
DWS WJR FMH GWS

PCH

OJD GWJ

7070

JAX 93

Commission's Exhibit 50

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THE TEXAS COMPANY

New York, N. Y., May 29, 1952

THE TEXAS COMPANY TBA PROGRAM

FEDERAL TRADE COMMISSION
DOCKET 8485 EXHIBIT NO. 50
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 15 1956 WITNESS
ACE REPORTING CO., Official Reporter
By MONICK

Messrs. R. R. Kibbe (10)
J. A. Winger (10)
C. B. Barrett (10)
D. E. Beaton (8)

Gentlemen:

Mr. Saunders' Circular Letter No. 524 dated December 19, 1951, points out that "the Company's assistance to Texaco dealers goes beyond the mere recommendation covering the Goodrich or Firestone line". Also that "definite responsibilities and activities necessary to the effective adaptation of our TBA Program are part of the regularly assigned duties of Texas Company field personnel who normally contact dealers, consignees, or distributors".

One of these activities, the installation of the Inventory Guide has been rather successful. Another, that our field personnel assist Texaco dealers by the taking of orders for Firestone and Goodrich merchandise apparently has not been clearly understood.

So that we may continually assist the Texaco dealer at the time of each regular call at the service station, our field personnel should be sufficiently alert to call the dealer's attention to their willingness to write up an order for the Goodrich or Firestone merchandise needed without waiting for a formal request from the dealer to do so. It is only through a constant flow of merchandise from his supplier that the dealer can be assured of adequate stocks at all times. The actual taking of orders by our personnel for TBA merchandise needed by the dealer in between the calls made on him by the salesman of Firestone or Goodrich is an effective means of assisting the dealer to earn the greatest possible profits from his TBA sales.

It is suggested that the Division management, starting with the month of June 1952, follow up with the line organization regularly on the order-taking phase of the TBA Program. Also, we suggest that a copy of this letter be furnished each Division with the request that the information be passed to every member of the field organization who normally contacts dealers, consignees or distributors.

Very truly yours,

Walter Hinds

WHi:SD

JAX 94

Commission's Exhibit 53A

CX 53-A

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 53-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 15 1958 WITNESS —
ACE REPORTING CO., Official Reporter
By MONICK

THE TEXAS COMPANY
LEGAL DEPARTMENT
135 EAST 42nd STREET
NEW YORK 17, N. Y.

MARION J. EPLEY, JR.
ATTORNEY

October 15th, 1952

Your File 1-19690
1-22441

Federal Trade Commission
Bureau of Antimonopoly
Washington, D. C.

Attn: Mr. Wm. W. Rogal

Gentlemen:

At the time of your recent visit to our Norfolk Division Office, you requested photostatic copies of 20 letters and memoranda. These are designated on the attached list and a photostatic copy of each of them is enclosed.

You also requested that we advise you of the total number of "C" dealers approved by Firestone and Goodrich for handling TBA in the United States. The only records we have available show the total approved for Firestone and Goodrich, but not separately. This total number is 921 for the Norfolk Division and 10,364 for the United States.

You also requested copies of our distributor, consignee and sales agreements. I, accordingly, enclose our printed forms S-82 and S-82A, consignee agreements, S-141, distributor agreement, S-207, agreement of sale, and S-207D, agreement of sale (resale - gasolines and motor lubricants).

In Norfolk, I delivered to you at the time of your visit our printed forms S-40, S-47, S-78, S-79, S-237, S-757, and 1325.

As to the letter listed as No. 5 on the enclosed list, you will recall your inquiry while in Norfolk about this particular letter and the information furnished to you at that time. It was pointed out that consignees usually report merely the total sum of all their TBA sales to all dealers, without breaking down the TBA volume of each dealer. It is thus difficult in some cases for the Norfolk Division to determine the TBA revenue of a particular station. As you were ad-

Faithfully yours for Fifty Years 1902 1952

7177

JAX 95

Commission's Exhibit 53B

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 53-B

CX 53(G)

vised, the total revenue of a station from both its petroleum products and its TBA line assists in determining whether the outlet is a profitable operation. When the TBA volume of a particular dealer purchasing TBA through a consignee is known, our commission on TBA can be taken into consideration by the Norfolk Division in attempting to sell the Territorial Management on the desirability of continuing a particular outlet. This letter numbered 5 was written for the purpose of assisting in procuring such a breakdown.

I believe this is all of the information you have requested.

Very truly yours,

MJE:jr:MHH

Encl.

SALES OR BROKERAGE COMMISSION TO OIL COMPANIES

1. Explanation. Division Operating Centers will issue sales or brokerage commission to oil companies.

Only general procedure applicable to all Oil Companies are outlined in this section. The District will maintain a file of bulletins covering the specific accounts in their territories.

Prepare one report, pass one credit memo, and issue one sales or brokerage commission check each month on all purchases by controlled outlets for each Oil Company Division Office.

2. Rates and Items Subject to Commission. Refer to the latest bulletin covering report of sales to Oil Company controlled dealers to determine rates and items on which sales or brokerage commission is paid. Watch those accounts on which the price basis determines the rate of commission and mark the report of purchases in such a manner that no confusion will exist in applying the proper rate.

3. Commission Base. Commission is computed on the total billing less returned goods at net invoice price after deducting quantity or other discounts, but before adding Federal Excise Tax. Do not deduct cash discount or credit memo covering bonus for volume.

4. Source and Period Covered. Use the bookkeeping copies to obtain the purchases from the 26th to the 25th each month.

Accumulate net purchases for each oil company controlled account broken down into the commodities as shown on the report of purchases.

Request stores with sales to oil company accounts to report sales subject to sales commission made each month. Districts must inform stores of the commodities approved for payment for each controlling oil company involved.

5. Associate Dealer Purchases. Division Operating Centers will request a monthly report of sales subject to commission from BPC Stores and Distributors selling to oil company controlled accounts.

For reporting sales to Texas Company controlled dealers use Form 1324-B "Report of Sales to Texas Company Outlets." For other oil company controlled dealers, Division Operating Centers will prepare their own forms to be used by BPC Stores and Distributors.

Division Operating Centers will follow to see that all reports are received from Stores and advise the Districts of any missing Distributor's reports. The District will, in turn, follow through with their Distributors to obtain the reports of sales to oil company controlled outlets.

Where Distributors selling to Texas Company controlled outlets prefer to tabulate sales currently, Division Operating Centers will furnish them with a supply of Form 1324-B. However, Division Operating Centers will mail request for report monthly as at present.

Do not list the purchases of an associate dealer when that outlet is handling the same brand of gasoline as his distributor and on whom we are paying commission.

Commission's Exhibit 57B

If sales by an oil company distributor is to an outlet of another oil company, deduct the outlet's purchases when reporting the distributors purchases to avoid payment of two sales commissions on one sale.

6. Report of Purchases. Summarize purchases by oil company outlets as follows:

Texas on Form S-47 furnished by Texas.
Shell American Petroleum - on Form SA-471-R furnished by Shell.
All others on plain paper - list by salesman and by town.

If an Oil Company outlet changes hands, but retains the same locations, cross out the old name and insert the new.

Prepare copies as required by the Oil Company plus one copy for the Petroleum Sales Representative and for District files.

7. List of Oil Company Outlets. The District must maintain a complete file of all Oil Company Controlled Outlets on whose purchases it has been agreed to pay sales commission.

Prepare another list of Oil Company outlets on those purchases the BFG District Manager and the Oil Company Division Manager have agreed that no sales commission shall be paid. In general, this list of exceptions will include BFGS, BFG Warehouse Accounts and Oil Company Outlets major financed by B. F. Goodrich.

Refer any accounts which are questioned by the District Manager and which the Oil Company Division Manager refuses to approve and the list of exceptions to the Petroleum Sales Department, Akron, with all possible information, for discussion with the Oil Company Home Office to arrive at a decision.

8. Credit, Refund and Check Issued. Issue credit to each Oil Company Division Office for the amount of commission due on net purchases as shown on the report of purchases in the following manner:

8 mos
2 2 mos

Sales Commission for (Month) 19

Tires & Tubes	- Agency	$6,455.12	@ 5%	$ 322.76	
	- Distributor	2,599.55	@ 7½%	194.97	
	- Dealer	11,003.49	@ 10%	1,100.35	$1,618.08
Batteries	- Agency	545.77	@ 7½%	40.93	
	- Distributor	780.92	@ 7½%	58.57	
	- Dealer	4,959.37	@ 10%	495.94	595.44
*Accessories	- Agency	36.21	@ 7½%	2.72	
	- Distributor	89.31	@ 7½%	6.70	
	- Dealer	142.80	@ 10%	14.28	23.70
A&H Supplies	- Agency	171.99	@ 7½%	12.90	
	- Distributor	308.60	@ 7½%	23.15	
	- Dealer	1,912.95	@ 10%	191.30	227.35
			Total Credit		$2,464.57

* "Accessories" comprise the Dill & Schrader line and BFG stock number which have for the first three digits:

7188

310 to 314 Inclusive
332 to 334 "
350 to 352 "

Note - type of accounts and rates used in above example are for Texas, substitute correct type of accounts and rates for other Oil companies.

As soon as the credit is passed, have the bookkeeper issue a Refund (Form 2117-B) and a check drawn in favor of the Oil Company for the amount of the Commission.

Mail the check with customer's copy of credit memo and recap of purchases by outlets to the Oil Company Division Office specified in the bulletins, before the 10th of the month.

Attach the salesman's copy of the credit to the Oil Company Summary Report (Form 1321-B) mailed to the Petroleum Company Tire Sales Dept., Akron.

9. Form 1321-B, Oil Company Summary Report. Division Operating Centers will prepare Form 1321-B in triplicate for each Oil Company division or district office by B. F. Goodrich Sales Districts. A separate report is to be used for (1) salary operated, (2) consumption, and (3) sales on which sales commission is paid. If there are no sales in the first two classifications, prepare only the report for the third classification, and indicate thereon "No Sales to Salary Operated Accounts" and "No Sales For Consumption Accounts." When reporting (3), sales subject to commission, complete the "Commissions" section as provided for on the 1321-B. On Oil Companies other than Texas, strike out the "B-E-T" and "C-D" classifications under the "Commissions" section, and use only the percentage breakdown applicable in each case.

The sales reported on each Form 1321-B report rendered must be grouped according to the following classifications, and listed on the 1321-B in exactly the same order as shown here:

1. Sales by BFGS
2. Sales by Dealers and Distributors
3. Sales to Dealers

Distribute Form 1321-B as follows:

Original - Petroleum Company Tire Sales Dept., Akron.
Duplicate - B. F. Goodrich District Manager.
Triplicate - B. F. Goodrich Division Operating Center files.

Commission's Exhibit 57D

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 57-D

57(d)

WHOLESALE OPERATING MANUAL
SALES RECORDS

SECTION L-6
Page 1, 6-1-53

SALES COMMISSION TO OIL COMPANIES

1. Explanation. Zone Operating Centers will issue sales commission to oil companies.

Only general procedure applicable to all Oil Companies are outlined in this section. The District will maintain a file of bulletins covering the specific accounts in their territories.

Prepare one report, pass one credit memo, and issue one sales commission check each month on all purchases by controlled outlets for each Oil Company Division Office.

2. Rates and Items Subject to Commission. Refer to the latest bulletin covering report of sales to Oil Company controlled dealers to determine rates and items on which sales commission is paid. Watch those accounts on which the price basis determines the rate of commission and mark the report of purchases in such a manner that no confusion will exist in applying the proper rate.

3. Commission Base. Commission is computed on the total billing less returned goods at net invoice price after deducting quantity or other discounts, but before adding Federal Excise Tax. Do not deduct cash discount or credit memo covering bonus for volume.

4. Source and Period Covered. Use the bookkeeping copies to obtain the purchases from the 26th to the 25th each month.

Accumulate net purchases for each oil company controlled account broken down into the commodities as shown on the report of purchases.

Request stores with sales to oil company accounts to report sales subject to sales commission made each month. Districts must inform stores of the commodities approved for payment for each controlling oil company involved.

5. Associate Dealer Purchases. Zone Operating Centers will request a monthly report of sales subject to commission from BFG Stores and Distributors selling to oil company controlled accounts.

For reporting sales to controlled dealers use Form 1324-B "Report of Sales to Company Outlets."

Zone Operating Centers will follow to see that all reports are received from Stores and Distributors advising the Districts of any missing reports. The District will, in turn, follow through with their Stores or Distributors to obtain the reports of sales to oil company controlled outlets.

Where Distributors selling to controlled outlets prefer to tabulate sales currently, Zone Operating Centers will furnish them with a supply of Form 1324-B. However, Zone Operating Centers will mail request for report monthly as at present.

Do not list the purchases of an associate dealer when that outlet is handling the same brand of gasoline as his distributor and on whom we are paying commission.

JAX 100

Commission's Exhibit 57E

FEDERAL TRADE COMMISSION
DOCKET NO. 6465 EXHIBIT NO. 57-E

If sales by an oil company distributor is to an outlet of another oil company, deduct the outlet's purchases when reporting the distributors purchases to avoid payment of two sales commissions on one sale.

6. Report of Purchases. Summarize purchases by oil company outlets as follows:

Texas on Form S-47 furnished by Texas.
Shell American Petroleum - on Form SA-471-R furnished by Shell.
Jenny Mfg. Co. - on plain paper
Ohio Oil Co. - on Form 1302 furnished by Ohio
Continental Oil Co. - on Form F15-381 furnished by Continental

If an Oil Company outlet changes hands, but retains the same locations, cross out the old name and insert the new.

Prepare copies as required by the Oil Company plus one copy for the Petroleum Sales Representative and for District files.

7. List of Oil Company Outlets. The District must maintain a complete file of all Oil Company Controlled Outlets on whose purchases it has been agreed to pay sales commission.

Prepare another list of Oil Company outlets on whose purchases the BFG District Manager and the Oil Company Division Manager have agreed that no sales commission shall be paid. In general, this list of exceptions will include BFGS, BFG Warehouse Accounts and Oil Company Outlets major financed by B. F. Goodrich.

Refer any accounts which are questioned by the District Manager and which the Oil Company Division Manager refuses to approve and the list of exceptions to the Petroleum Sales Department, Akron, with all possible information, for discussion with the Oil Company Home Office to arrive at a decision.

8. Credit, Refund and Check Issued. Issue credit to each Oil Company Division Office for the amount of commission due on net purchases as shown on the report of purchases in the following manner:

Sales Commission for ____(Month)_____ 19___

Tires & Tubes	- Agency	$6,455.12 @ 5%	$ 322.76	
	- Distributor	2,599.55 @ 7½%	194.97	
	- Dealer	11,003.49 @ 10%	1,100.35	$1,618.08
Batteries	- Agency	545.77 @ 7½%	40.93	
	- Distributor	780.92 @ 7½%	58.57	
	- Dealer	4,959.37 @ 10%	495.94	595.44
*Accessories	- Agency	36.21 @ 7½%	2.72	
	- Distributor	89.31 @ 7½%	6.70	
	- Dealer	142.80 @ 10%	14.28	23.70
A&H Supplies	- Agency	171.99 @ 7½%	12.90	
	- Distributor	308.60 @ 7½%	23.15	
	- Dealer	1,912.95 @ 10%	191.30	227.35
		Total Credit		$2,464.57

* "Accessories" comprise the Dill & Schroder line and BFG stock number which have for the first three digits:

310 to 314 Inclusive
332 to 334 "
350 to 354 "

7191 Note - type of accounts and rates used in above example are for Texas, substitute correct type of accounts and rates for other oil companies.

JAX 101

Commission's Exhibit 57F

As soon as the credit is passed, have the bookkeeper issue a Refund (Form 2117-B) and a check drawn in favor of the Oil Company for the amount of the Commission.

Mail customer's copy of credit memo and recap of purchases by outlets to the Oil Company Division Office specified in the bulletins, before the 10th of the month. Attach check.

Attach the salesman's copy of the credit to the Oil Company Summary Report (Form 1321-B) mailed to the Petroleum Company Tire Sales Dept., Akron.

9. Form 1321-B Oil Company Summary Report. Zone Operating Centers will prepare Form 1321-B in triplicate for each Oil Company division or district office by B. F. Goodrich Sales Districts. A separate report is to be used for (1) salary operated, (2) consumption, and (3) sales on which sales commission is paid. If there are no sales in the first two classifications, prepare only the report for the third classification, and indicate thereon "No Sales to Salary Operated Accounts" and "No Sales For Consumption Accounts." When reporting (3), sales subject to commission, complete the "Commissions" section, as provided for on the 1321-B. On Oil Companies other than Texas, strike out the "B-E-T" and "C-D" classifications under the "Commissions" section, and use only the percentage breakdown applicable in each case.

The sales reported on each Form 1321-B report rendered must be grouped according to the following classifications, and listed on the 1321-B in exactly the same order as shown here:

1. Sales by BFGS
2. Sales by Dealers and Distributors
3. Sales to Dealers

Distribute Form 1321-B as follows:

Original - Petroleum Company Tire Sales Dept., Akron.
Duplicate - B. F. Goodrich District Manager.
Triplicate - B. F. Goodrich Zone Operating Center files.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 57-4
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 18 1956 WITNESS
ACE REPORTING CO., Official Reporter
By MONIFX

JAX 102

Commission's Exhibit 59

CX 159

THE TEXAS COMPANY

TEXACO PETROLEUM PRODUCTS

SALES DEPARTMENT
NORTON BROWN
MANAGER, THE SALES DIVISION

135 EAST 42nd STREET
NEW YORK 17, N. Y.

November 12, 1947

FEDERAL TRADE COMMISSION
EXHIBIT NO. 59
IN THE MATTER OF B F Goodrich & Texas Co
DATE SEP 16 1950 WITNESS
REPORTING CO., Official Reporters
By MONICK

Mr. E. J. Lewis
The B. F. Goodrich Co.
Akron, Ohio

Dear Mr. Lewis:

You will recall that in a conversation in my office that Mr. Hoban felt there was no reason why Goodrich wouldn't be willing to include hereafter your sales to our dealers who are served by our distributors.

If you will kindly write confirming this we would like to ask our Division Offices to furnish your District Managers with the names of these dealers to complete their records.

We would like your letter as promptly as possible so that we can incorporate this matter in our revised instructions to our Divisions which are now in preparation.

Very truly yours,

Norton Brown

NB:SD

Sure EXHIBIT 1-A
OBTAINED 70-2 1947
BY W W Royal
ATTORNEY-EXAMINER
FILE NO. 17 9 6 9a

JAX 103

Commission's Exhibit 60

CX 1060

Ed Lewis
Tom to me
11/20/47

December 19, 1947

FEDERAL TRADE COMMISSION
DOCKET NO. 6165 COMMISSION EXHIBIT NO. 60
IN THE MATTER OF B F Goodrich vs Texas Co
DATE SEP 10 1950 WITNESS
ACME REPORTING CO., Official Reporters
By MONICK

Mr. J. A. Hoban
Bldg. 25-A

Subject: THE TEXAS COMPANY

It is my understanding that although sales to Texas Company Distributors are eligible for the S-47, we have never placed on this report, direct sales to individual Stations serviced and controlled by a Distributor unless the property involved was owned by or leased to the Texas Company.

When we were last in New York, this subject was discussed in Mr. Bronson's office, I believe, in connection with the situation at Knoxville, Tennessee. During that conversation, you voiced no objections to such accounts being placed on the S-47. Since that is a change in general policy, Mr. Bronson apparently anticipates an announcement to his field organization so that Dealers of Distributors on placed on the TBA record. His letter asking for required confirmation is attached.

Perhaps our acceptance of these accounts should be on the basis of Paragraph 3 of our present Contract which states,

"Said commission will be paid upon all net purchases made by all of the above mentioned classifications of Texaco accounts, excepting, however, such "D" accounts as are not approved by The B. F. Goodrich Company, and such "C" accounts where their location would cause a conflict with our already established distribution."

On this basis, our District Managers would have an opportunity to review the accounts and approve for the S-47 only those on which Texas Company assistance in solicitation is desired.

May I discuss this with you before replying to Mr. Bronson?

E. J. Lewis
E. J. LEWIS

EJL:mls
Attachment

Lewis EXHIBIT 12
OBTAINED 10-3-51
BY W. W. Pogel
ATTORNEY FOR FTC
FILE NO. 27-9-21

7195

JAX 104

Commission's Exhibit 62

FOR CONTRACT FILE

CX ID 62

January 2, 1948

FEDERAL TRADE COMMISSION
1. EXHIBIT 62
IN THE MATTER OF B.F. GOODRICH & TEXAS CO.
FILED
BY DEPUTY

Mr. Norton Bronson
The Texas Company
135 E. 42nd St.,
New York 17, New York

Dear Mr. Bronson:

You will recall that the first draft of the letter attached was considered inadequate, as it failed to specifically mention dealers under contract with the Texaco distributor rather than direct with The Texas Company. You will note that this class of dealer is specifically mentioned in Paragraph 2 of this revised letter.

Very truly yours,

THE B. F. GOODRICH COMPANY

Manager,
Petroleum Co. Tire Sales

E J LEWIS
mls

Attachment

Accepted

Rejected:
CX 6
(TR 47)

Lewis EXHIBIT 1-C
OBTAINED 10-2 1949
BY H. H. Rogers
ATTORNEY-EXAMINER
FILE NO. 1-7.9(a.5a)

7196

JAX 105

Commission's Exhibit 63

CX 63

REPORT OF SALES TO TEXAS CO. OUTLETS

TO _____ DISTRICT FOR MONTH OF _____ 19____

BY DEALER OR STORE SHOWN NEXT BELOW

FEDERAL TRADE COMMISSION
DOCKET NO. 6460 COMPANY EXHIBIT NO. 63
IN THE MATTER OF B F Goodrich Co.
SEP 10 1956 WITNESS _____
REPORTING CO., Official Reporter
By MONICK

In the space below, please list the account name and location of all Texas Co. dealers who purchased from you during the current month. Show your net sales by commodity in the appropriate column following each Associate Dealer you have listed. Net sales means total billing less returned goods at net invoice price after deducting all discounts but before adding Federal Excise Tax. If you had no sales to Associate Dealers, please return the report marked "None."

Items to be reported are:

1. Tires & Tubes — BFG new first-class Passenger, Truck & Bus, Farm, Solids, Industrials, Vulcanized-on and retreads and recaps.
2. Batteries — BFG batteries and parts, BFG Spark Plugs.
3. Accessories & Repair Materials — BFG accessories (fan belts, floor mats, etc.), Repair & Treading materials, Schrader & Dill Hardware.
4. Auto & Home Supplies — ASHS merchandise, excluding Power Lawn Mowers, Motorola Home Radios and Television Sets, and major appliances.

Do not include the sale of:

Seconds	Transportation Charges	Battery Equipment	Major Appliances
Rejects	Wheels, Rims & Parts	Advertising	(Electric Ranges, Water
Adjustments	Rental Batteries	Anti-freeze Testers	Heaters, Refrigerators
Stationery	Chargers & Testers	Power Lawn Mowers	& Freezers, Laundry
Recapping Service	Battery Service Kits	*Motorola Home Radios	Equip., Space Heaters)
Repairs		& Television Sets	

Report only sales of merchandise which you purchased from B. F. Goodrich and show to the nearest dollar.

Mail the report, using the attached self-addressed envelope, by the 4th of the following month.

Name of Texas Co. Associate Dealer	Location	Tires & Tubes	Batteries*	Access. & Repair Material	Auto & Home Supplies

Submitted EXHIBIT 4
OBTAINED 12-20-56
BY W. W. Postal
ATTORNEY-EXAMINER
FILE NO. 169690

7197

(Signed) _____
Dealer or Store Manager

M 1324B 5-1-51 LITHO. IN U. S. A.

JAX 106

Commission's Exhibit 64

Form 1321-B 6-51
Copies: Akron B/Ctr
Journal, Ex. Mailstop-File

OIL CO. SUMMARY REPORT

AKRON CODE NO's.
TEXAS - OIL SHELL - 60
ZENITH - 51

NAME OF OIL COMPANY The Texas Co.	B.P.O. DISTRICT NAME AND BILLING PREFIX NO. Albany 1300
OIL CO. DIVISION Buffalo	MONTH August 1951
CHECK TYPE OF REPORT AND SHOW CREDIT MEMO NO.	(2) CONSUMPTION (3) SALES COMMISSION ( ) CREDIT MEMO NO. BELOW (EXPLAIN)

TOTAL ACTIVE OUTLETS	TYPE OF B.P.O. SALES OUTLET	AKRON CODE NO.	TOTAL	TIRES & TUBES	BATTERIES	ACCESS. & REP. MATL.	AUTO & HOME SUP.
			PURCHASES BY TYPE OF B.P.O. SALES OUTLET				
8	SALES BY B.P.O. STORES	10	312	312			
3	SALES BY DEALERS & CONSIGNEES	11	282	282			
4	SERVICE STATIONS & DEALERS	12	1339	1101	68	10	160
	OIL COMPANY CONSUMPTION SALES	13					
7		TOTALS	1973	1535	68	10	160

TEXAS CO. CODE	COMMISSION AMOUNT	RATE					
			PURCHASES BY RATE OF COMMISSION				
E - K		7½%					
G - O	177.30	10%	1973	1535	68	10	160
Ex - Ex (Agents)		5%					
		7½%					
	177.30	TOTALS	1973	1535	68	10	160

7.93

JAX 107

Commission's Exhibit 68A

CX 1D 68A

THE TEXAS COMPANY

TEXACO PETROLEUM PRODUCTS

SALES DEPARTMENT
THE SALES DIVISION
H. A. WOLFE, ASST. MANAGER

135 EAST 42ND STREET
NEW YORK 17, N. Y.

September 18, 1952

FEDERAL TRADE COMMISSION
DOCKET NO. 6455 COMMISSION EX. 68A
IN THE MATTER OF B.F. Goodrich & Texaco Co.
DATE SEP 24 1952 REPORTER
ACME REPORTING CO., Official Reporter
By

Mr. E. J. Lewis
The B. F. Goodrich Company
Akron, Ohio

Dear Mr. Lewis:

Attached is statement of active Texaco-Goodrich accounts by our Divisions and Territories and for all Territories as of July 1952 compared with the number of active accounts shown on our July 1951 reports. The number of accounts shown does not include those dealers purchasing TBA merchandise from a Texaco consignee or from another Texaco dealer. In other words, this statement represents only those accounts on which your District Offices report sales on our Forms S-47 Monthly Report.

You will notice from these statements that in the majority of our Divisions, you are selling tires and tubes to either the same number or a fewer number of consignees and distributors than was the case this same time last year. The gains made in a few of the Divisions, however, brings your net loss of active "B" and "E" accounts down to a total of only 13 for all Territories. On the other hand, there are more active service station dealer accounts in the tire and tube section in almost all of our Divisions reports. In some Divisions this gain is considerable, which produces a total net increase for all Territories of 237 active tire and tube accounts of all types. This means that either your Territory salesmen or the salesmen of your dealer distributors("O" type supply points) are calling on 237 more accounts now than they were in July 1951.

In all Territories, you will note there are 18 less consignees and distributors buying battery, auto supplies than was true in July 1951. For all types of accounts, there is a net increase of 154 as a result of the gain of 202 active service station dealers in the battery, auto supplies section.

As of July 1952, Goodrich tires and tubes were being sold to 2,736 Texaco accounts, whereas only 2,076 accounts were buying Goodrich battery, auto supplies. Thus, there is a difference of 660 so-called active Goodrich accounts where only a portion of

Celebrate your 50th for Fifty Years

7037

JAX 108

Commission's Exhibit 68B

CX 10 48

your products is being solicited and/or sold.

We believe you must agree that if The B. F. Goodrich Company would take the proper steps to bring this picture up to the desired balance, your 2% decrease in the sale of battery, auto supplies for the first 7 months of 1952 would be easily wiped out. May we suggest that you might want to institute a closer analysis by your Districts of the facts brought out in the attached statements to the end that not only the small decrease mentioned above would be wiped out, but more important, we believe you could produce a very substantial overall increase in TBA generally.

We would appreciate any comments on this subject you may wish to make.

Very truly yours,

MAW:ED

JAX 109

Commission's Exhibit 68C

CX 1D 68-C

NUMBER OF ACTIVE ACCOUNTS

THE B. F. GOODRICH CO.
THE FIRESTONE TIRE & RUBBER CO.

JULY 1952 vs. JULY 1951
FROM FORMS S-1213

ALL TERRITORIES

THE B. F. GOODRICH CO.

	TIRES AND TUBES					BATTERIES, AUTO SUPPLIES				
	B	E	C	D	Total	B	E	C	D	Total
Total U.S.										
1951	343	130	1499	527	2499	278	95	1147	372	1892
1952	336	124	1712	564	2736	267	88	1312	409	2076
Dif.	- 7	- 6	213	37	237	- 11	- 7	165	37	184
Ratio - Batt. ~~1951~~ Auto Suppl. to Total Sales - U.S. ~~B&E~~.					1951	15	11	25	20	19
					1952	14	13	23	16	18
					Dif.	- 1	2	- 2	- 4	- 1

7211

JAX 110

Commission's Exhibit 69A

CX-139A

THE TEXAS COMPANY

TEXACO PETROLEUM PRODUCTS

SALES DEPARTMENT
THE SALES DIVISION
H. A. GERLFE, AGEY MANAGER

135 EAST 42nd STREET
NEW YORK 17, N. Y.

October 22, 1952

Mr. E. J. Lewis
The B. F. Goodrich Company
Akron, Ohio

Dear Mr. Lewis:

You are well aware of the fact that for sometime now we have been wrestling with the problem of trying to bring the ratio of battery and auto supply purchases to total TBA purchases by Texaco accounts up to a volume more in keeping with the balanced selling potentials recommended by the TBA industry as well as most oil companies. We believe that if more Texaco accounts are to enjoy the best possible profits from their TBA sales, the present ratios must be greatly improved. We also believe that only through the concerted efforts of your field selling organization and ours will we be successful in our attempted assistance to Texaco accounts in this respect.

In an effort to coordinate and to concentrate our efforts, we would in our opinion accomplish more if the field selling organizations were directed to institute an aggressive selling campaign with one particular type of account at a time. In this way we will avoid the fallacy practiced for the most part in the past of "scattering our shots" too thinly with only spotted results.

Of your TBA sales to Texaco accounts in 1951, our consignees and distributors' ("B" and "E" type accounts) purchases accounted for 47% of the total. Their ratio of batteries, auto supplies to total TBA purchases amounted to 16% as compared to a ratio of 28% in the purchases of batteries, auto supplies made by service station dealers ("C" and "D" type accounts). For the first eight months of 1952, the "B" and "E" accounts' purchases were 40% of your total sales to Texaco accounts, with a ratio of batteries, auto supplies to total volume of only 13%. The ratio to total B. F. Goodrich TBA purchased by "C" and "D" accounts for the same period was 21%. From this you can see that your company has lost still further ground in 1952 on your sales of batteries and auto supplies to both our wholesale and retail type accounts.

It is a known fact that the majority of our consignees and

Faithfully yours
50 for Fifty Years

7213

CX 1069B

distributors who handle Goodrich tires and tubes do not handle Goodrich battery and auto supplies. Since they do represent 40% or better of your total sales to Texaco accounts, we are wondering if your office could formulate; first, a special battery and auto supply selling campaign for this type of Texaco account, which could be put into effect not later than January 1, 1953. We believe that if an aggressive and enthusiastic follow-through on such a special drive could be maintained from your office through your organization down to your District and Territory Managers, most of the obstacles encountered in the past in trying to sell our consignees and distributors on the idea of handling your batteries and auto supplies, in addition to tires and tubes, could be overcome. Their resistance for the most part has been due to their belief that the problems in connection with the maintenance of inventories and the sale of these items to their dealers were too great; and in addition that their percentage of profits to be realized were too small when compared to their experiences in the handling of tires and tubes alone.

We believe a strong sales story should be produced to convince the consignees and distributors that the overall percentage of profits from the handling of a complete TBA line will give them an adequate return on their investment with a nominal amount of selling and handling effort on their part.

Even if we were only successful in getting our consignees and distributors to add batteries to their TBA inventory, their profits and their services to Texaco dealers would be greatly improved.

Of course, when the best possible coverage has been accomplished with consignees and distributors, a similar program tailored to the battery and auto supply requirements of our service station dealers, who handle B. F. Goodrich tires and tubes, would then be in order.

If your company is desirous of this volume of battery and auto supply business and will develop a real selling campaign, you may rest assured that we, our Territorial and Division management, will wholeheartedly join with you in an all-out effort to improve the sales and profits of Texaco accounts through the handling of B. F. Goodrich's complete tire, tube, battery and auto supply line.

We would be interested in hearing further from you on this proposed selling campaign.

Very truly yours,

T. A. Wright

MAW:SD

FEDERAL TRADE COMMISSION
6465 EXHIBIT NO. 69B

JAX 112

Commission's Exhibit 70A

CX 10 70A

THE TEXAS COMPANY

TEXACO PETROLEUM PRODUCTS

SALES DEPARTMENT
THE SALES DIVISION
J. A. WOLFE, GEN. MANAGER

135 EAST 42nd STREET
NEW YORK 17, N. Y.

March 12, 1953

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION'S EXHIBIT NO. 70-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 15 1958 WITNESS
ALL REPORTING CO., Official Reporters
BY

Mr. E. J. Lewis
The B. F. Goodrich Company
Akron, Ohio

Dear Mr. Lewis:

We furnished you with copy of an analysis of the dollar volume of TBA merchandise sold by your company to Texaco accounts in 1952.

Attached for your information is copy of letter to our Territorial Offices commenting on some of the important facts developed from our study of this analysis. Also attached is a consolidated statement giving complete information from all of our Divisions for each type of account.

This data is passed on to you in the hope that from your own study of the information, you will be able to encourage your District Managers to energize the efforts of your field organization to the end that improved balanced selling to all Texaco accounts will be accomplished.

We would be interested in any comments you might have to make as a result of your study of our analysis.

Very truly yours,

MAW:SD

4

7217

JAX 113

Commission's Exhibit 70B

THE TEXAS COMPANY New York, N. Y., Mar 11, 1953 CX 10708

TBA PROGRAM
ACCOUNT ANALYSIS -
1952 VOLUME

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 70

Messrs. J. K. Pannill (5)
L. F. Raymond (5)
D. B. Monroe (5)
W. E. Paul (4)

Gentlemen:

A study has been made of the 1952 TBA account analysis furnished us by all Divisions in accordance with our letter of December 5, 1952, this same subject.

From a consolidation prepared here of all Divisions' reports, we would like to point out certain facts which we believe you and your Division management will want to study carefully and where possible, take prompt action to improve the purchases by every type account.

The tires and tubes purchased from Firestone and Goodrich comprise our only records relating to these items. From these records, it appears that 11% of the active "B" (consignee) accounts and 16% of the active "E" (distributor) accounts amounted to less than $1,000 during the year 1952. Consignees and distributors are as a rule the wholesale supply source for a number of service station dealers. It, therefore, must be admitted that, unless other suppliers are being used to a substantial extent, such a wholesale account whose annual tire and tube purchases are less than $1,000 is not actually in the business. At least one must conclude that the service station dealers depending on these accounts for their tire and tube supplies have probably not received the service they rightfully expect and deserve.

Perhaps the most disturbing information developed from our study of this analysis is the fact that 55% of our active "C" (company owned and leased) accounts and 69% of the active "D" (contract dealers) purchased less than $1,000 in tires and tubes during the year. When we include the service station dealers whose purchases, according to our records, were between $1,000 and $2,499, we find that 82% of the "C" type dealers and 85% of the "D" type stations purchased less than $2,500 in tires and tubes during the year.

By referring to Forms S-1229 and S-1277, we find that our company-owned and leased stations averaged approximately 12,000 gallons of gasoline per month per station in 1952. If the "C" type accounts had, therefore, handled tires and tubes in keeping with the balanced selling ratios recommended on The Texas Company's "Profit Computer", they should have averaged better than $4,000 per year per account instead of the $1,861 as reflected from this analysis.

JAX 114

Commission's Exhibit 70C

Asst. Terr. Mgrs. - 2 - March 11, 1953 CX 1070C

Of the accounts purchasing batteries and auto supplies, according to our records, we find the following percentages of each type account averaged less than $1,750 in total battery, auto supply purchases in 1952:

"B"	accounts	67%
"E"	"	68
"C"	"	91
"D"	"	96

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 70C

Again working with averages, we would like to point out that using the recommended balanced selling ratios suggested on our Profit Computer, the "C" type accounts should have averaged approximately $2,200 per station in battery, auto supply purchases in 1952. By comparing this with their actual purchases, which averaged only $720 per account, it is apparent that much still is to be done if our dealers are in this way to develop better balanced selling and increased profits. I am sure these dealers know that, according to tire company policy, extra discounts usually begin to apply only when an account's purchases of batteries and auto supplies are $1,750 or more per year.

A study of this type made by the Divisions of their own particular results will certainly provide plenty of food for thought. Then, if discussed and studied with each tire company District Manager at interest, it should provoke definite action by the field selling organizations. We believe you will want to pass this information along to each Division with the request that they make a similar study of their own analysis of each type of account, and I am sure you will have some definite recommendations as to the action they should take.

Very truly yours,

Maroage

MAW:SD

WH1 WBH

FEDERAL TRADE COMMISSION
EXHIBIT NO. 70-D

TBA ACCOUNT ANALYSIS
SALE OF GOODRICH PRODUCTS
1952

	"E" ACCOUNTS				"C" ACCOUNTS				"B" ACCOUNTS				"A" ACCOUNTS			
	No. Accts.	% to Total	Total Annual Volume	% to Total	No. Accts.	% to Total	Total Annual Volume	% to Total	No. Accts.	% to Total	Total Annual Volume	% to Total	No. Accts.	% to Total	Total Annual Volume	% to Total
TIRES AND TUBES																
Under $1,000	38	10.9	$16,537	0.6	1,549	60.5	$ 609,870	14.0	576	68.9	$187,622	12.7	18	13.3	$ 9,398	0.7
$ 1,000 - 2,499	62	17.9	115,648	4.2	610	23.9	1,009,799	23.1	136	16.3	227,245	14.6	21	15.4	38,041	2.9
2,500 - 4,999	79	22.8	292,238	10.5	252	9.8	867,042	19.9	64	7.7	227,479	14.6	24	17.6	87,834	6.4
5,000 - 14,999	128	36.9	1,139,130	41.4	117	4.6	1,010,502	23.2	42	5.0	346,352	22.3	40	29.4	344,034	25.2
15,000 - over	40	11.5	1,199,738	43.1	31	1.2	863,543	19.8	17	2.0	564,037	36.3	11	8.1	893,188	65.4
Total	347	100.0	2,763,293	100.0	2,559	100.0	4,360,756	100.0	835	100.0	1,552,935	100.0	136	100.0	1,368,495	100.0
BATTERIES, AUTO SUPPLIES																
Less than $1,750	220	74.1	138,734	27.7	2,078	93.1	711,210	49.1	572	95.3	134,396	45.0	81	69.2	44,632	19.1
$ 1,750 - 9,999	71	23.9	275,835	55.1	150	6.7	579,586	40.0	22	3.7	61,449	20.6	31	26.5	123,652	52.8
10,000 -24,999	6	2.0	86,458	17.2	5	0.2	81,286	5.6	5	0.8	72,721	24.4	5	4.3	65,857	28.1
25,000 -39,999	-	-	-	-	1	-	38,606	2.2	1	0.2	29,934	10.0	-	-	-	-
40,000 - over	-	-	-	-	1	-	48,787	3.1	-	-	-	-	-	-	-	-
Total	297	100.0	501,027	100.0	2,235	100.0	1,449,475	100.0	600	100.0	298,502	100.0	117	100.0	234,141	100.0

Commission's Exhibit 70D

JAN 11 1955

Commission's Exhibit 71

(71)

JENNEY MANUFACTURING COMPANY
SALES OR BROKERAGE COMMISSION
REVISED JANUARY 1, 1956

1. Eligible Outlets. All Jenney Dealers operating on Jenney leased or owned property; also any 100% Jenney gasoline dealers recommended by Jenney and accepted by B. F. Goodrich.

2. Exceptions to Eligible List. Accounts which are BFGS, RSS, B. F. Goodrich major financed, dealers operating on property owned or leased by B. F. Goodrich and split gasoline outlets.

All exceptions to list of eligible outlets must be approved by the B. F. Goodrich District Manager and Mr. K. T. Howe of the Jenney Manufacturing Co.

3. Rate and Approved Items. Rate of commission applicable to net purchases of commodities are:

Rate	Commodities
10%	Tires and tubes, includes seconds, retreads, recaps.
10%	Batteries and parts, BFG Spark Plugs; excludes rentals, charging and testing equipment.
10%	Repair and Treading Materials, Schrader and Dill Hardware.
10%	Accessories, Radios, Auto & Home Supplies at Dealer Prices; excludes major appliances.
7½%	Accessories, Radios, Auto & Home Supplies at Distributor Prices; excludes major appliances.

Net purchases means total billing less returned goods at net invoice price after deducting quantity or other discounts, but before adding Tire Return Cost or Federal Excise Tax. Do not deduct cash discount allowed or credit memos covering bonus for volume.

4. Items Not Approved. Do not pay commission on sales covering:

Adjustments	Major Appliances:	Recapping & Retreading Service
Advertising	Electric Ranges & Water Heaters	Rental Batteries
Anti-Freeze Testers	Home Freezers	Repairs
Battery Chargers & Testers	Laundry Equipment	Stationery
Battery Service Kits	Oil Space Heaters	Transportation
Equipment	Refrigerators	Wheels and Parts

5. Form Used and Distribution. Use B. F. Goodrich Form 4939 and prepare four copies for each month. Report is due by the tenth of the month. Distribute copies as follows:

Original - Mr. K. T. Howe, c/o Jenney Manufacturing Co., Boston, Mass.
Duplicate - Mr. K. T. Howe, c/o Jenney Manufacturing Co., Boston, Mass.
Triplicate - B. F. Goodrich District Manager
Quadruplicate - B. F. Goodrich District Operating Unit files.

Check for commission must accompany the original Form 4939 along with the customer copies of credit Form 1501-B.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 71
FOR THE FIRM OF Goodrich
DATE 11/3/57 REPORTER
AT RECEIVED FROM CO., Official Reporter
BY Gilm

Boston District

5

JAX 117

Commission's Exhibit 72

To E. J. Lewis
Dept. 0607

SALES OPERATING INSTRUCTIONS

No. WHLSL. 990-A
BFGS 381-A

Address all correspondence to Petroleum Company Tire Sales

Date 6-23-50

Dis. Mgr.	Dist. Mgr. Tires	Dist. Mgr. Int.	Dist. Mgr. Auto	Dist. Mgr. Truck	Div. Oper. Mgr.	Whlse. Supv.	Truck Tire Sup.	Wholes. Sales Supv.	Tire Mgr.	Dist. Cust. Mgr.	Serv. Mgr.	NOTES BY	DATE	NOTES BY	DATE
X	X				X					X					
Sheet Metal Supv.	Assoc. Sales Mgr.	Sales Supv.	Sales Supv. Auto	Sales Supv. Truck	Sales Supv. Div. Office			Sales Supv. Tire	Asst. Mgr.	Cust. Sales Mgr.					
X	X	X	X	X				X							

Subject

JENNEY MANUFACTURING COMPANY
SALES OR BROKERAGE COMMISSION

1. Effective with the month of June 1950 business/ sales commission to the Jenney Manufacturing Company on sales of Motorola Home Radio and Television Sets is discontinued.

   Motorola Car Radios are still subject to sales commission as in the past.

2. BFGS will exclude the sales of Motorola Home Radios and Television Sets from their report of sales to Jenney Manufacturing outlets furnished each month to Division Operating Centers.

   Retail Operating Manual Section I-1, Paragraph 40, is hereby amended.

3. Division Operating Centers will not include the sales of Motorola Home Radios and Television Sets on the Form 4959 covering purchases made by Jenney Manufacturing outlets.

   If a form similar to Form 1324-B is used locally for reporting of sales made by BFGS and Distributors to Jenney outlets, correct the form before mailing so that the month of June 1950 and subsequent months' reports will be correct.

   Bulletin Whlse. 7858, of 3/13/46, is hereby amended.

FEDERAL TRADE COMMISSION
DOCKET NO. 6415 COMM'N EXHIBIT NO. 72
IN THE MATTER OF Goodrich
DATE 11/7/52 WITNESS —
ACE REPORTING CO., Official Reporter
By [signature]

This Bulletin sent to BOSTON DISTRICT & BFGS IN BOSTON DISTRICT - PHILADELPHIA DIVISION OPERATING CENTER.

Form 1317 6-1-49

6

7227

JAX 118

Commission's Exhibit 73

CL 73 (73)

SHELL AMERICAN PETROLEUM COMPANY
SALES OR BROKERAGE COMMISSION
REVISED JANUARY 1, 1966

1. Eligible Outlets. Any accounts 100% Shell American outlets and so classified by the Shell American Company and approved by B. F. Goodrich.

Accounts are classified as:

Regular Dealers - all dealers handling Shell American products in the area served by the Shell American Petroleum Company.
Special Dealers - all dealers who have a special price arrangement as properly authorized.

2. Exceptions to Eligible List. Accounts which are BFGS, BSS; dealers operating on property owned or leased by B. F. Goodrich and split gasoline accounts.

All exceptions to list of eligible outlets must be approved by the B. F. Goodrich District Manager and the Shell American Petroleum Co.

3. Rate & Approved Items. Rate of commission applicable to net purchases of commodities are:

Regular Dealers	Special Dealers	Commodities
10%	7½%	Tires and tubes, includes retreads, recaps; excludes seconds.
10%	7½%	Batteries and parts, BFG Spark Plugs: excludes rentals, charging and testing equipment.
10%	7½%	Repair and Treading Materials, Schreder and Dill Hardware.
10%	7½%	Accessories, Radios, Auto & Home Supplies; excludes major appliances.

Net purchases means total billing less returned goods at net invoice price after deducting quantity or other discounts, but before adding Tire Return Cost or Federal Excise Tax. Do not deduct cash discount allowed or credit memos covering bonus for volume.

4. Items Not Approved. Do not pay commission on sales covering:

Adjustments	Major Appliances:	Recapping & Retreading Service
Advertising	Electric Ranges &	Rental Batteries
Anti-Freeze Testers	Water Heaters	Repairs
Battery Chargers &	Home Freezers	Seconds
Testers	Laundry Equipment	Stationery
Battery Service Kits	Oil Space Heaters	Transportation
Equipment	Refrigerators	Wheels and Parts

5. Form Used and Distribution. Shell American will furnish three copies of their Form SA-471-R on the 4th of each month. Report is due by the tenth of the month. Distribute copies as follows:

Original - Shell American Petroleum Co., Kokomo, Ind.
Duplicate - B. F. Goodrich District Manager
Triplicate - B. F. Goodrich District Operating Unit files.

Prepare an extra copy of Oil Company Summary Report (Form 1321-B) and mail with original of Form SA-471-R to Shell American.

Check for commission must accompany the original Form SA-471-R along with the customer copies of credit Form 1501-B.

Chicago and Indianapolis Districts, and ATDO

7229

Commission's Exhibit 74

(74)

To: R. J. Lewis
Dept. 0607

SALES OPERATING INSTRUCTIONS

No. WHLSE 584-A
BFGS 373-A

Address all correspondence to Petroleum Company Tire Sales

Date 6-20-50

Div. Mgr.	Dist. Mgr. Tires	Dist. Mgr. Ind.	Dist. Mgr. Auto	Dist. Mgr. Sales Prom.	Div. Prom. Mgr.	Wholes. Supp.	Tire Ins.	Sales Prom. Supp.	Tire Mgr.	Dist. Sales Mgr.	Sales Ins.	MOVED BY	DATE	REVIEW BY	DATE
X	X				X					X					
Phila. Area	Atlantic Tidewater Div.	Phila. Distr.	Distr. Auto	Distr. Tire	Distr. Sales Prom.			Distr. Ind.	Auto Distr.	Distr. Sales Mgr.					
X	X	X	X	X											

Subject

SHELL AMERICAN PETROLEUM COMPANY
SALES OR BROKERAGE COMMISSION

1. Effective with the month of June 1950 business, sales commission to the Shell American Petroleum Company on sales of Motorola Home Radio and Television Sets is discontinued.

   Motorola Car Radios are still subject to sales commission as in the past.

2. BFGS will exclude the sales of Motorola Home Radios and Television Sets from their report of sales to Shell American Petroleum outlets furnished each month to Division Operating Centers.

   Retail Operating Manual Section L-1, Paragraph 40, is hereby amended.

3. Division Operating Centers will not include the sales of Motorola Home Radios and Television Sets on the Shell American Form SA-471-R covering purchases made by Shell American Petroleum outlets.

   If a form similar to Form 1324-B is used locally for reporting of sales made by BFGS and Distributors to Shell American outlets, correct the form before mailing so that the month of June 1950 and subsequent months' reports will be correct.

   Bulletin Whlse. #858, of 3/13/46, is hereby amended.

FEDERAL TRADE COMMISSION
DOCKET NO. 6185 COMMISSION EXHIBIT NO. 74
IN THE MATTER OF Goodrich
DATE 4/7/52 WITNESS —
ACE REPORTING CO., Official Reporter
By Gam

This Bulletin sent to
Chicago & Indianapolis Districts and BFGS in these Districts.
Chicago Division Operating Center.

723

JAX 120

Commission's Exhibit 75

(75)

Replacement Tire Sales Div.
Mr. Guy Gundaker-Jr.
General Manager

1/5/53
Central Div. Office
Detroit, Michigan

SHELL AMERICAN PETROLEUM COMPANY
KOKOMO - INDIANA

Yesterday morning, I talked at length with "Bull" Durham and was told that they were having a meeting on Friday with the Goodyear people and probably would go forward in 1953 on a split basis.

The reasons were given as shortages of merchandise during 1952 and previous years, and also due to lack of close attention to some of their accounts.

I re-iterated to Mr. Durham a number of the things which we talked about in Kokomo a few weeks ago, and further intimated that we very probably would be assigning a man to work with their accounts immediately.

I asked "Bull" if he would hold off making any definite commitment until after we had a chance to further discuss the matter and to tell our story more completely at their TBA meeting in Kokomo on January 29. I got no assurance that they would hold off, although "Bull" did tell me that he was still very strong for BFG and was only opening the door for better handling of their accounts.

I covered a number of the pitfalls in a dual-supply situation and the breaking down of a positive selling approach when the dealer or the customer had choices.

Following my discussion with Mr. Durham, I talked with both Mr. Reichert and Mr. Cordry and urged them to step up their contacts and dating activity with all Shell American accounts, as I feel if we can get a dating order with a great number of the Shell American outlets, we will be keeping Goodyear out of the picture for at least the time being.

T.C.Y.
T.C. Yarnall

TCY:CCB
CC: E.J. Lewis-Akron

FEDERAL TRADE COMMISSION
DOCKET NO. 6585 COMMISSION EXHIBIT NO. 75
IN THE MATTER OF Goodrich
DATE NOV 1967 WITNESS
ACE REPORTING CO. Official Reporters
By

72338

JAX 121

Commission's Exhibit 76

(76)

E. J. LEWIS
AKRON

INTER-ORGANIZATION CORRESPONDENCE

Date 1/23/53

Subject

From Chicago

Your Letter

Subject SHELL AMERICAN

Please pardon the delay in writing you, as you requested over the phone, an opinion on our status with Shell accounts - just in case.

Our sales to stations for the first ten months of 1952 were $95,498. Of this volume, more than one third came from one account and over one half is this account plus two others or from three accounts. The total from the three accounts was $54,302. The balance of $41,000 came from the multitude of other stations - approximately 100 outlets, with the "main balance" activity in South Bend.

The No. 1 account, Walmer, would definitely stay with us. He is no longer in the Shell station, but is now set up as the Plymouth Tire Company. I explained this to you over the phone. So his business we will retain regardless. I can say that definitely because Thursday or Friday of last week I had a talk with Mr. Walmer about it. He supplies eight Shell stations. The volume from them is not great and they would probably be lost, with the exception perhaps of the station he formerly operated in Plymouth because his successor owes him $8000 on a note in connection with the take-over. Mr. Walmer expects his tire business to be markedly increased this year over last because he is giving full time to it, whereas in previous years, as you know, the station responsibility took most of his time. His dating order is approximately $18,000.

Vance Good is in a leased station, volume $13,313 for 11 months of 1952, dating order approximately $1000. He would have to do as his gasoline supplier says.

Bob Good, $7,250 volume for 11 months of 1952, no dating order - same story as Vance on and result.

In summation, all I can assure on retaining would be about one third of the business (Walmer's business) which volume I expect increased to at least $50,000 this year. In my opinion, I think we would have no trouble replacing the entire volume due to the fact that in some markets we have "held an umbrella" over the Shell Stations to the point where they are open or weak markets and with them definitely open, I would certainly put pressure on territory managers for replacement and plussing up of the return from the markets.

Exclusive of Walmer and Vance Good, we have taken dating orders from Shell accounts totaling $6,620. Most of these orders have been shipped and the remaining orders are being gotten out immediately.

FEDERAL TRADE COMMISSION
DOCKET NO. 6456 76
IN THE MATTER OF B. F. GOODRICH COMPANY
1957
REICHERT
DENVER
CHICAGO

H. J. REICHERT
District Manager.

HJR:vk

7235

cc: T. C. Yarnall

9

Reply To

USE THE BACK OF THIS SHEET FOR YOUR REPLY IF POSSIBLE

JAX 122

Commission's Exhibit 77A

COPY

(77A)

FEDERAL TRADE COMMISSION
DOCKET NO. 4415 EXHIBIT NO. 77A
IN THE MATTER OF Goodrich
DATE 11/7/57 WITNESS —
AVE REPORTING CO., Official Reporter
By Gene

January 16, 1952

Continental Oil Company
Ponca City,
Oklahoma

Gentlemen:

In consideration of the services to be rendered by your sales organization in promoting the sale of B. F. Goodrich tires, tubes, batteries and auto and home supplies by us direct to your Dealers, Jobbers and Commission Representatives, we agree to pay to you a sales commission on our net sales of such products to any Continental Dealer, Jobber or Commission Representative handling Continental gasoline exclusively, subject to any exceptions provided below, said rate of commission to be the rate set opposite each of the following classifications:

		Rate of Commission
(1)	All Continental Dealers operating locations owned in fee or held under lease by Continental and leased to said Dealers (except locations leased to and operated by B. F. Goodrich as one of its stores).	10%
(2)	All other Continental Sales Contract Dealers (except such as are not approved by B. F. Goodrich).	10%
(3)	All Continental Jobbers (Except 5% on tires and tubes sold under B. F. Goodrich plan for 100% wholesalers.)	7½%
(4)	All Continental Commission Representatives	
	- who operate on a retail basis only	10%
	- who operate both retail and wholesale	7½%

The term "net sales" is defined as our total billings of said products at net invoiced price, less all returned goods and other allowances, discounts and credits, but before cash discount and cumulative volume bonus.

Kilmer EXHIBIT 13
OBTAINED [illegible] 19 5 3
BY
[illegible] 7237
ATTORNEY-EXAMINER
FILE NO.

In the case of Sales Contract Dealers (#2), where the dealer has been handling B. F. Goodrich Company products for a long period of time preceding contract for the sales of Conoco products, or where B. F. Goodrich have a substantial financial investment in such an account, Continental will give consideration to any request B. F. Goodrich may make to exclude such account from our sales commission arrangement.

If the above is agreeable to you, will you kindly indicate your acceptance by signing and return to us the enclosed copy of this letter, whereupon it shall become effective as to our sales made on and after the date provided above and continue in full force and effect until terminated by either party one hundred twenty (120) days' written notice to the other.

Yours very truly,

THE B. F. GOODRICH COMPANY

By (S) J. J. Newman
Vice President

ACCEPTED this 30th day of January, 1952.

CONTINENTAL OIL COMPANY

By (S) Harry J. Kennedy
Vice Pres.

Certified correct
G Kelmon
9-2-53

FEDERAL TRADE COMMISSION
DOCKET NO. 6415 COMMISSION EXHIBIT NO. 77B

Kilmon EXHIBIT 13 p. 2
OBTAINED April 1953
BY
ATTORNEY-EXAMINER
FILE NO. 7-16 7230

JAX 124

Commission's Exhibit 78A

To

Attention

INTER-ORGANIZATION CORRESPONDENCE

Date February 7, 1952

From AKRON

Your Letter

Subject CONTINENTAL OIL CO. PONCA CITY, OKLA.

FEDERAL TRADE COMMISSION
Docket No. 645 Exhibit No. 78A
IN THE MATTER OF Goodrich (78A)
DATE 11/7/57 WITNESS
ACE REPORTING CO. Official Reporter
by

IMPORTANT

We are pleased to announce an exclusive marketing relationship with the Continental Oil Company whereby B. F. Goodrich tires, tubes, batteries, accessories and auto supplies will be made available to Conoco outlets. The B. F. Goodrich organization will do the direct selling of these outlets, supported by the promotional assistance of the oil company and its entire field organization.

Continental, with its familiar red triangle trademark "Conoco", markets gasoline, oils and lubricants in 26 mid-continent states known as "Conocoland." (Conocoland map attached.) Although new in the field of TBA, Continental's principal roots date back to 1911 and the present company was formed in 1929.

The company and its management are recognized leaders in the oil industry and a vigorous future is being built on an illustrious past. Continental is known for handling each new venture exceptionally well.

B. F. Goodrich is extremely fortunate to be associated with Continental at the very outset of its TBA program, and is proud to have been selected after consideration of all principal tire manufacturers. Conoco dealers, jobbers and commission representatives provide opportunity for many new outlets of the high standard you are seeking. You will find Continental personnel to be of the highest type and most friendly and cooperative.

B. F. Goodrich TBA merchandise will be sold through Conoco outlets under the sales commission plan, details of which will be announced later. Selection and training of the Continental TBA staff and field TBA representatives must precede training of the general field sales organization and Conoco outlets. These activities will proceed as rapidly as possible.

Meanwhile, activation of the program in your area may begin in several ways. Get-acquainted visits and exchanges of information on company organization, policies and methods should be carried on with Continental field management personnel. Study of Continental distribution will help you formulate the best plan for exploiting the program as it unfolds. Actual solicitation by BFG personnel of immediate prospects among Conoco outlets may start at once following these discussions with Continental field management. (A list of field headquarters and personnel is attached.)

This BFG-Continental association materially strengthens your 1952 opportunities for better coverage -- increased sales and profits. A fast but carefully planned start will earn maximum benefits for your area.

J. A. MORAN

General Manager,
Tire Merchandising

Incl
Sent to: District Managers
cc: Division Mgrs., Regional Store Mgrs., Division Oper. Mgrs., Akron List.

7289

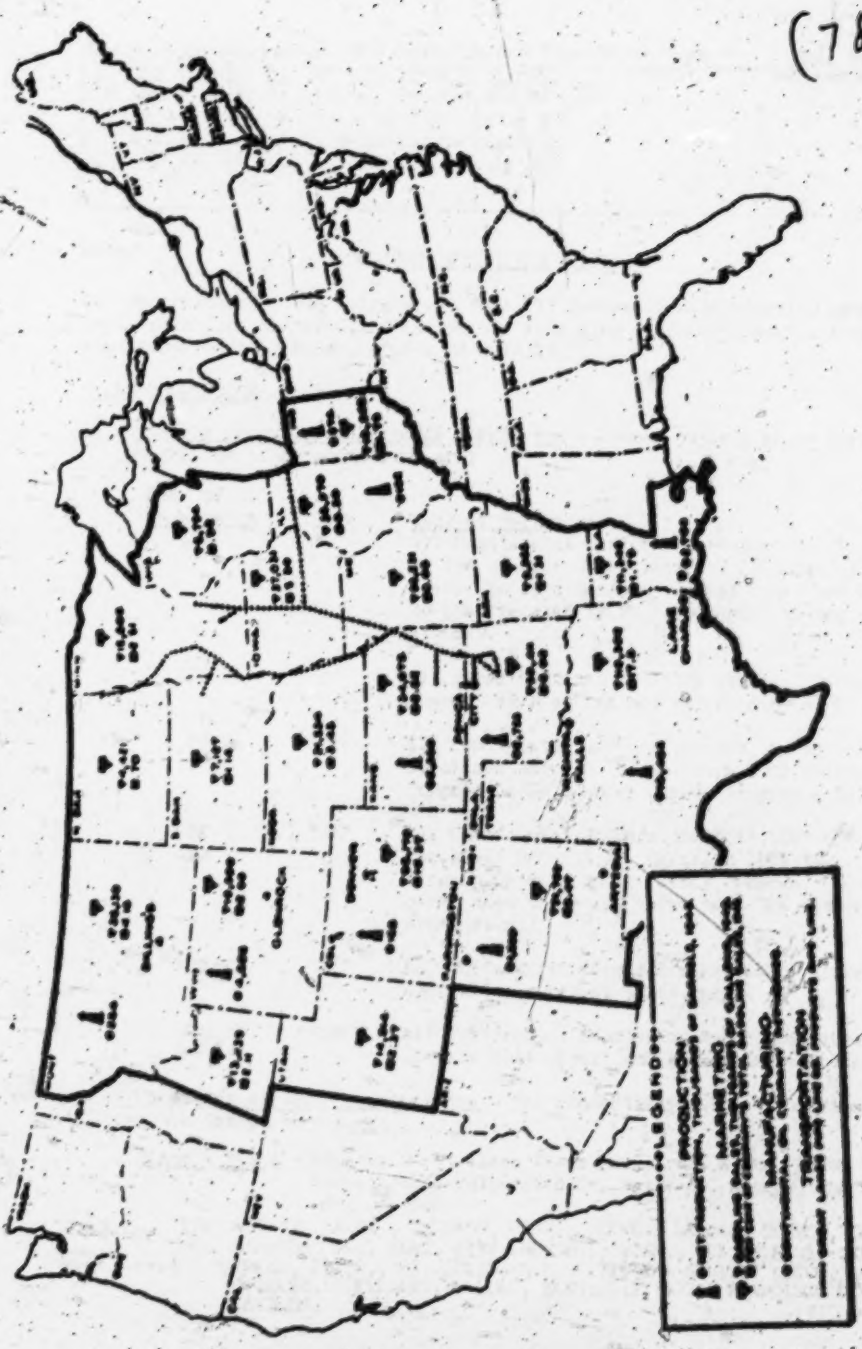
Make Reply To

USE THE BACK OF THIS SHEET FOR YOUR REPLY IF POSSIBLE

JAX 125

Commission's Exhibit 78B

(78B)



FEDERAL TRADE COMMISSION
DOCKET NO. 6445 COMMISSION EXHIBIT NO. 78B

7241

JAX 126

Commission's Exhibit 81A

To: E. J. Lewis
Dept. 0607
7

SALES OPERATING INSTRUCTIONS

(MA)
No. WHLSE. 914-A

Address all correspondence to Petroleum Company Tire Sales Dept. Date 12-5-52

Div. Mgr.	Dist. Mgr. Tires	Dist. Mgr. Ind.	Dist. Mgr. AA&G	Div. Gen. Mgr.	Gen. Supr. Area Mgr.	Truck Tire Mgr.	Mgr. Gen. Serv.	Tire Mgr.	Div. Sales Mgr.	Serv. Mgr.	MOVED BY	Date	MOVED BY	Date
X	X			X					X					
Field Asst.	Western Store Mgr.	Gen. Supr. Area Mgr.	Western Whsle. Mgr.	Gen. Mgr.	Dir. Whsle. Mgr.	Chief OPCS	Mgr. Prod.	Mgr. Adv. OPCS	[illegible]	Sales Supr. Mgr.				
X														

Subject

CONTINENTAL OIL COMPANY

1. To consolidate and bring up to date all instructions concerning sales commission, etc., with Continental Oil Company, the following instructions will apply and supersede Bulletin Whlse. #848-A of 4/10/52.

SALES COMMISSION

2. Eligible Accounts and Rate of Commission - Conoco outlets whose purchases are subject to sales commission are:

Rate of Commission	Code	Type of Accounts
10%	"L"	All Continental Dealers operating locations owned in fee or held under lease by Continental and leased to said Dealers (except locations leased to and operated by B. F. Goodrich as one of its stores).
10%	"T"	All other Continental Sales Contract Dealers (except such as are not approved by B. F. Goodrich)
7½%	"J"	All Continental Jobbers (except on tires and tubes purchased under B. F. Goodrich 100% Wholesaler Program or sold under Agency Program - 5%)
5%	"JW"	All Continental Jobbers on their tire and tube purchases under B. F. Goodrich 100% Wholesaler Program or sold under Agency Program. (Commodities other than tires and tubes take 7½% rate of commission.)
10%	"CR"	All Continental Commission Representatives who operate on a retail basis only.
7½%	"CRW"	All Continental Commission Representatives who operate both retail and wholesale or wholesale only.

3. Commodities subject to Commission - The commodities subject to sales commission are the net purchases of:

Tires & Tubes - BFG new first-class Passenger, Truck & Bus, Farm, Solids, Industrials, Vulcanized-On, Retreads, Recaps, and Recapping Service.

This Bulletin sent to TO: ATLANTA, BIRM., CHICAGO, CINN., CLEVE., DALLAS, DENVER, DETROIT, HOUSTON, IND. KANS. CITY, MEMPHIS, MINN., NEW ORLEANS, OKLA. CITY, OMAHA, PITTS., ST. LOUIS, S.L. CITY, AND SEATTLE DISTS. ATLANTA, CHICAGO, CLEVELAND, DALLAS, KANS. CITY & SAN FRANCISCO DIV. OPER. CENTERS.

(81B)

Batteries - BFG Batteries and battery parts; BFG Spark Plugs.

Accessories & Repair Material - BFG Accessories (fan belts, floor mats, etc.), Repair & Treading Materials, Schrader & Dill Hardware.

This classification includes the complete Schrader and Dill line and all B.F.G. 5 digit stock number items which have the first three digits of:

310 to 314 inclusive
332 to 334 "
350 to 354 "

Auto & Home Supplies - A&HS merchandise, excluding Power Lawn Mowers, Motorola Home Radios and Television Sets, and major appliances.

4. Items not subject to Commission - Do not pay sales commission on purchases covering:

Seconds	Transportation Charges	Battery Equipment	Major Appliances
Rejects	Wheels, Rims & Parts	Advertising	(Electric Ranges,
Adjustments	Rental Batteries	Anti-Freeze Testers	Water Heaters,
Stationery	Chargers & Testers	Power Lawn Mowers	Refrigerators &
Repairs	Battery Service Kits	Motorola Home Radios	Freezers, Laundry
		& Television Sets	Equip., Space
			Heaters)

5. Net Purchases - Net purchases mean total billings at net invoice price less all returned goods and other allowances, discounts and credits, but before adding Federal Excise Tax or any Sales or Use Tax and before deducting cash discount allowed or credit memos covering bonus for volume.

6. Customer Account Coding - No special series of customer account numbers will be assigned to Conoco outlets.

Show the letter "C" after the regular customer account number assigned on all orders, billing, etc. - example 123-C.

7. Monthly Report of Sales - Continental Oil Company will furnish each Division Operating Center with their Form F15-381X7 for reporting sales made each month to outlets approved for payment of sales commission to Continental. Form will be broken down to list approved outlets by Continental Division and by B. F. Goodrich District territory.

Combine sales from Division Operating bookkeeping copies and report of sales made through BFGS and distributors.

Division Operating Centers will mail the original, fourth, fifth and sixth copies to the Continental Oil Division Office with customer copy of credit 1501-B and check for commission, mail the second copy to the B. F. Goodrich District Manager and retain the third copy.

8. Oil Company Summary Report - Form 1321-P - Division Operating Centers will prepare a separate report in triplicate for each Continental Division Office and by B. F. Goodrich District territory to cover the sales on which sales commission is paid.

Distribute as follows:

Original - Mail to Petroleum Company Tire Sales Dept. (0607), Akron, with salesman's copy of credit 1501-B issued.

Duplicate - Mail to The B. F. Goodrich District Manager with second copy of Continental Form F15-381X7.

Triplicate - Retain in Division Operating Center in files.

9. Credit for Sales Commission - Form 1501-B - Insert an extra copy (Form 1503-B) with credit Form 1501-B and issue credit in the regular way for sales commission due each month - a separate credit for each Continental Division Office and by B. F. Goodrich District territory.

Distribute copies in the regular way, except:

Customer's copy - Mail with the original, fourth, fifth and sixth copies of Form F15-381X7 and check for commission payment to the Continental Oil Division Office.

Extra copy (Form 1503-B) - Mail to the Continental Oil Company, Ponca City, Oklahoma - attention Mr. J. J. Nesmith, Manager TBA Sales.

Salesman's Copy - Mail with original Form 1321-B to Akron Dept. 0607.

10. Sales Commission Payment - Issue check to each Continental Division Office for total of all credits Form 1501-B issued for sales commission by the Division Operating Center. It is in order to combine the same Continental Division credits issued for two or more B. F. Goodrich Districts in one check.

Mail check to the Continental Division Office, together with customer's copy of credits 1501-B and original copy of monthly report of sales to approved outlets.

Check, along with credit and report, is due to be completed and mailed on or before the twelfth of each month for the previous month's business.

11. Continental Oil Company Division
The Continental Divisions are located at:

Division	Address
Albuquerque	117 E. Trumbull Albuquerque, New Mexico
Butte	1321 Kew Ave. Butte, Montana
Chicago	1301 W. Belden Ave. Chicago, Illinois
Denver	1755 Glenarm Place Denver, Colorado
Fort Worth	1710 Fair Building Fort Worth 2, Texas

Division	Address
Houston	Armstrong Building 704 Dallas Houston 2, Texas
Kansas City	Union National Bank Building 900 Walnut St. Kansas 6, Missouri
Lincoln	827 Stuart Building Lincoln 1, Nebraska
Oklahoma City	125 N.W. First St. Oklahoma City, Okla.
Salt Lake City	727 West Second, S. Salt Lake City 10, Utah

CONSUMPTION PURCHASES

12. Bill Continental Oil Company at the point specified on their purchase order for all purchases made for consumption, at prices as outlined in the Fleet Sales Manual.

Key to the proper accounting center for the point charged and to the district in those territory delivery is made for sales credit.

Use customer account #479 on all consumption purchases made on and after receipt of this bulletin.

13. Division Operating Centers carrying the account covering consumption purchases will prepare the monthly Oil Company Summary Report Form 1321-B for all consumption purchases. Issue a separate report in triplicate for each B. F. Goodrich District involved and distribute as follows:

Original - Mail to Petroleum Company Tire Sales Dept. (0677), Akron.

Duplicate - Mail to The B. F. Goodrich District Manager.

Triplicate - Retain in Division Operating Center's files.

If report Forms 1321-B have not been issued for consumption purchases starting with February 1952 business, issue the necessary reports to bring up to date.

14. With the close of December 1952 business, Division Operating Centers carrying the accounts receivable for consumption purchases will prepare a report of the year 1952 consumption purchases from the bookkeeping copies of items subject to bonus for volume. Show totals by the following breakdown:

(1) Passenger
(2) Truck & Bus excluding Defiance casings for period 2/1/52 through 6/17/52.
(3) Truck & Bus excluding Defiance casings for period 6/18/52 through end of December 1952 business.
(4) Defiance Truck & Bus casings for period 2/1/52 through 6/17/52.

(81E)

(5) Defense Truck & Bus usage for period 6/18/52 through end of December 1952 business.
(6) Farm
(7) Industrials, Solids and Vulcanized-Ch for period 2/1/52 through 6/17/52.
(8) Industrials, Solids and Vulcanized-Ch for period 6/18/52 through end of December 1952 business.

Mail report to Field Accounting Department (9240), Akron, attention Mr. E. R. Smith.

This report should be mailed no later than January 15, 1952. A similar report will not be required for 1953 business as the consumption purchases will appear on Sales To Dealers Report Form 1411-B from the customer account number assigned per paragraph 12.

PAX 131

Commission's Exhibit 82A

(P.3 M)

THE B. F. GOODRICH COMPANY

AKRON, OHIO

March 9, 1953

The Ohio Oil Company
Findlay, Ohio

Gentlemen:

In consideration of the services to be rendered by your sales organization in promoting the sale of B. F. Goodrich tires, tubes, batteries, and auto and home supplies by us direct to your Dealers, Distributors and Jobbers, we agree to pay to you a sales commission on our net sales of such products to any Ohio Oil Company Dealer, Distributor or Jobber handling Marathon gasoline, subject to any exceptions provided below, said rate of commission to be the rate set opposite each of the following classifications:

		Rate of Commission
(1)	All Marathon Dealers operating locations owned in fee or held under lease by Ohio Oil Company and leased to said Dealers (except locations leased to and operated by B. F. Goodrich as one of its stores).	10%
(2)	All other Marathon Sales Contract Dealers (except such as are not approved by B. F. Goodrich).	10%
(3)	All Marathon Distributors and/or Jobbers (Except 5% on tires and tubes sold under B. F. Goodrich plan for 100% Wholesalers.)	7½%

The term "net sales" is defined as our total billings of said products at net invoice price, less all returned goods and other allowances, discounts, and credits, but before cash discount and cumulative volume bonus. In the case of Sales Contract Dealers (#2), where the Dealer has been handling B. F. Goodrich products

FEDERAL TRADE COMMISSION
(4B-

EXHIBIT 44
ID 54

EXAMINER

for a long period of time preceding contract for the sales of Marathon products, or where B. F. Goodrich has a substantial financial investment in such an account, Ohio Oil Company will give consideration to any request B. F. Goodrich may make to exclude such account from our sales commission arrangement.

If the above is agreeable to you, will you kindly indicate your acceptance by signing and return to us the enclosed copy of this letter, whereupon it shall become effective as to our sales made on and after the date of this agreement and continue in full force and effect until terminated by either party one hundred and twenty (120) days' written notice to the other.

Yours very truly,

THE B. F. GOODRICH COMPANY

By /S/ Jas. J. Newman
Vice President

ACCEPTED THIS 9th day of March

THE OHIO OIL COMPANY

By /S/ C. Z. Hardwick
Vice-Pres.

Certified correct copy
G. Kelmon
9-10-53

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION'S EXHIBIT 82B

EXHIBIT 14 p. 2
OBTAINED 19
BY
ATTORNEY-EXAMINER
FILE NO.

JAX 133

Commission's Exhibit 83A

Mr. J. A. Mohan
D/OCOL, Ex-O

October 15, 1952

(133A)

OHIO OIL COMPANY

At W. A. Gr[illegible]'s request and following arrangements made by him with Grant Young (Asst. Retail Mgr. of Ohio Oil Company), I visited Mr. Young and his associates at Findlay on Friday, October 10. My mission was to provide general information of the sales commission plan of TBA operation as Ohio Oil is seriously weighing a change to this type of program. In addition to Mr. Young, the following men attended parts of the discussions: Messrs. Dickerson (Market Analyst), Buschner (Retail Manager), Loos (Purchasing), Fickel (Credit), and Tull (Legal).

General subject matter covered included:

Channels through which merchandise flows to the dealer.

Oil company responsibilities under the sales commission plan.

Rates of commission.

Justification of commission rates.

BFG oil company distribution in Ohio Oil Company marketing area.

Reasons for Ohio Oil interest in nationally advertised tire and the commission plan.

Nature and function of BFG stores.

FEDERAL TRADE COMMISSION
DOCKET NO. 6[illegible]
COMPANY EXHIBIT NO. [illegible]
IN THE MATTER OF [illegible]
DATE [illegible]
WITNESS [illegible]
[illegible] Official Reporter

Mr. Young revealed that Ohio's principal TBA interests are centered on 742 "investment" stations located in southern Illinois, Indiana, western Kentucky, and Ohio. In addition, there are in excess of 200 good stations not classified as investments. There are about 50 jobber bulk plants around Ohio's fringe, but these have not been a factor in TBA.

At the close of the more general discussions, I requested an opportunity to discuss BFG qualifications under the commission plan if and when they might decide to make a change. Mr. Young stated that they are at that point right now and would like an early meeting to study present BFG distribution in the area they cover. He suggested the week of November 3rd, subject to later confirmation.

Dissatisfaction with the Miller line and their present method of TBA operation (purchase and resale) was attributed to:

Increased costs of promotion, solicitation, and distribution without corresponding increase in margins.

Difficulty in providing supply points close to their retailers, permitting competitive delivery service.

JAX 134

Commission's Exhibit 83B

1952

Mr. J. A. Dixon -2- October 15, 1952

Lack of "Firsts" such as BFG Tubeless Tires.

It is my opinion that Ohio Oil will definitely change to a nationally advertised line and the sales commission plan. Considering their present feelings, Goodyear or Firestone can and will sell them on a sales commission basis unless we step in at once. Pending discussion, I shall start preliminary work on the area information they requests.

E. J. Louis

lmf

cc: C. Gundaker, Jr.
W. A. Green

FEDERAL TRADE COMMISSION
DOCKET NO. 645 COMMISSION EXHIBIT NO. 83B

JAX 135

Commission's Exhibit 84A

(142)

Mr. J. A. Roben

February 27, 1953

FEDERAL TRADE COMMISSION
DOCKET NO. 6785 COMMISSION EXHIBIT NO. 84A
IN THE MATTER OF Goodrich
DATE 6/3/57 WITNESS
E REPORTING CO., Official Reporter
By

OHIO OIL COMPANY

The visit Mr. Morledge and I made in Findlay on February 26 developed the following.

We have agreed to devote the efforts of four special men during the initial stages of solicitation, one to be permanent and three for whatever number of weeks may be required to cover the area initially.

Ohio Oil Company requests that we stock batteries in district warehouses from which a sizeable number of Marathon outlets will be serviced.

We are requested to stock a streamline assortment of auto supplies at the Indianapolis Warehouse or make a comparable line through six or eight BFG stores in Central and Southern Indiana. Both Mr. Morledge and Ohio Oil Company management prefer use of the Indianapolis District Warehouse.

Principal question on which earliest possible word is required involves the stocks of Miller tires, tubes, and accessories which will be on hand on the cut-off day for TBA shipments by the Ohio Oil Company. As I understand it, that cut-off day may be one to two months after LFC solicitation starts and we will be allowed an additional thirty days for disposition of warehouse stocks. This means a total period of sixty to ninety days for liquidation. Meanwhile, every effort will be made to reduce stocks to a workable minimum.

We have agreed to assist Ohio Oil in liquidating full unbroken cartons of current auto supply items which are also a part of our line. Such merchandise will either be returned to the manufacturer without penality, or BFG will purchase where practical to do so at BFG buying price and the manufacturer's normal terms. Mr. Morledge will work this out.

Ohio Oil hopes that Miller will not make a "last ditch effort" to hold dealers and distributors that are willing to switch to BFG. They would like some assurance of BFG policy in this respect.

There is a large wholesaler at Ann Arbor, Michigan which has been doing a very large volume with Goodyear. We will be called upon to solicit immediately. This may prove to be a severe conflict. You may wish to check with Mr. Yarnall.

As you know, we left two copies of our suggested letter of agreement, a copy of which is attached to this memo. Mr. Buechner or Mr. Young would like to talk with you by telephone as early next week as you find it practical to do so. At that time, they would like clarification of the questions posed above, principally the problem of Miller stock. They will also suggest the final step and report on the status of our letter of agreement.

JAX 136
Commission's Exhibit 61B

I shall be prepared to return to Akron at once if it appears desirable that I do so.

E. J. Lewis

Incl
cc: C. T. Merlodge
Attachment

FEDERAL TRADE COMMISSION
DOCKET NO. 6125 EXHIBIT NO. 61B

JAX 137

Commission's Exhibit 85A

SALES OPERATING INSTRUCTIONS

No. UNISS. 957-A (15 A)

Address all correspondence to Petroleum Company Tire Sales Dept. Date 4-16-53

Gen. Sup.	Dist. Sup. Tires	Dist. Sup. Tubes	Dist. Sup. Batts	Dist. Oper. Sup.	Dist. Whse. Area Sup.	Dist. Sup. Mark.	Dist. Tire Sales	Dist. Tube Sales	Dist. Batt. Sales	Dist. Acc. Sup.	Serv. Sta.	Noted by	Date	Noted by	Date
X	X			X						X					
Dist. Sup. Acc.	Dist. Whse. Sup.	Dist. Whse. Area	Dist. Sup. Mark.	Dist. Whse. Mark.	Dist. Sup. Mark. Area	Dist. Sup. Area	Dist. Whse. Area	Dist. Sup. Area	Dist. Whse. Area	Dist. Sup. Mark.					
X				X											

Subject: OHIO OIL COMPANY

1. As announced in Mr. J. A. Hoban's letter of March 13, 1953, a market relationship has been established with the Ohio Oil Company to promote and encourage the sale of B. F. Goodrich tires, tubes, batteries, accessories and Auto & Home Supplies to approved Ohio Oil outlets.

   The following instructions will apply.

SALES COMMISSION

2. Eligible Accounts and Rate of Commission - Ohio Oil outlets whose purchases are subject to sales commission are:

Rate of Commission	Code	Type of accounts
10%	"L"	Lessee - All Lessee Dealers operating Ohio Oil Co. numbered stations in Ohio Oil retail territory (except locations leased to and operated by B. F. Goodrich as one of its stores.)
10%	"D"	Dealers - Most Ohio Oil A and B Drivers and Tank Wagon Buyers, Resellers and all other Ohio Oil Dealers not in numbered stations.
7½%	"J"	Jobbers - All Ohio Oil wholesale department accounts (except on tires and tubes purchased under B. F. Goodrich 100% Wholesaler program - 5%.)
5%	"JW"	Jobbers - All Ohio Oil wholesale department accounts on their tire and tube purchases under B. F. Goodrich 100% Wholesaler program. (Commodities other than tires and tubes take 7½% rate of commission.)
7½%	"DS"	Distributors - Some Ohio Oil A and B Drivers and Tank Wagon Buyers (except on tires and tubes purchased under B. F. Goodrich 100% Wholesaler program - 5%)
5%	"DSW"	Distributors - Some Ohio Oil A and B Driver and Tank Wagon Buyers on their tire and tube purchases under B. F. Goodrich 100% Wholesale program (Commodities other than tires and tubes take 7½% rate of commission.)

This Bulletin sent to FORM 1047 S.I.-51

CHICAGO, CINCINNATI, CLEVELAND, DETROIT, INDIANAPOLIS, MINNEAPOLIS, OMAHA, PITTSBURGH AND ST. LOUIS DISTRICTS; CHICAGO, CLEVELAND AND KANSAS CITY MASTER WAREHOUSES; CHICAGO, CLEVELAND AND KANSAS CITY ZONE OPERATING CENTERS.

(150)

3. Commodities subject to Commission - The commodities subject to sales commission are the net purchases of:

Tires & Tubes - BFG new first-class Passenger, Truck & Bus; Farm, Solids, Industrials, Vulcanized-On, Retreads, Recaps and Recapping Service.

Batteries - BFG Batteries and battery parts.

Accessories & Repair Materials - BFG Accessories (fan belts, floor mats, etc.) Repair and Treading Materials, Schrader & Dill Hardware.

This classification includes the complete Schrader and Dill line and all BFG 5 digit stock number items which have the first three digits of:

310 to 314 inclusive
332 to 334 "
350 to 354 "

Auto & Home Supplies - A & HS merchandise excluding Power Lawn Mowers, Motorola Home Radios and Television Sets and major appliances.

4. Items not subject to Commission - Do not pay sales commission on purchases covering:

Seconds	Transportation Charges	Battery Equipment	Major Appliances
Rejects	Wheels, Rims & Parts	Advertising	(Electric Ranges,
Adjustments	Rental Batteries	Anti-Freeze Testers	Water Heaters,
Stationery	Chargers & Testers	Power Lawn Mowers	Refrigerators &
Repairs	Battery Service Kits	Motorola Home Radios	Freezers, Laundry
		& Television Sets	Equip., Space
			Heaters.

5. Net Purchases - Net purchases mean total billings at net invoice price less all returned goods and other allowances, discounts and credits, but before adding Federal Excise Tax or any Sales or Use Tax and before deducting cash discount allowed or credit memos covering bonus for volume.

6. Customer Account Coding - No special series of customer account numbers will be assigned to Ohio Oil outlets.

Show the letter "H" after the regular customer account number assigned on all orders, billing, etc. - example 123-H.

7. Monthly Report of Sales - Ohio Oil Company will furnish each Zone Operating Center with their form for reporting sales made each month to outlets approved for payment of sales commission to Ohio Oil. Form will be broken down to list approved outlets by Ohio Oil Zone, and by B. F. Goodrich District territory and grouped by major supply points.

Ohio Oil Company will use BFG Form U-5660 for several months until they are able to have their own form prepared.

Combine sales from Zone Operating bookkeeping copies and report of sales made through BFGS and distributors. Sales breakdown will be (1) Tire and Tubes, (2) Batteries and (3) Accessories and A & H.S.

FEDERAL TRADE COMMISSION
DOCKET NO. 6415 EXHIBIT NO. 14
7275

(15C)

Zone Operating will prepare report of sales in quadruplicate. Mail original and fourth copies to The Ohio Oil Company, Findlay, Ohio with customer copy of credit 1501-B and check for commission, mail the second copy to The B. F. Goodrich District Manager and retain the third copy.

8. Oil Company Summary Report - Form 1321-B - Zone Operating Centers will prepare a separate report in triplicate for each Ohio Oil Zone Office and by B. F. Goodrich District territory to cover the sales on which sales commission is paid.

Distribute as follows:

Original - Mail to Petroleum Company Tire Sales Dept. (0607), Akron with salesman's copy of credit 1501-B issued.

Duplicate - Mail to The B. F. Goodrich District Manager with the second copy of report of sales.

Triplicate - Retain in Zone Operating Center files.

9. Credit for Sales Commission - Form 1501-B - Insert an extra copy (Form 1503-B) with Credit Form 1501-B and issue credit in the regular way for sales commission due each month - a separate credit for each Ohio Oil Zone office and by B. F. Goodrich District territory.

Distribute copies in the regular way, except:

Customer's copy and extra copy - Mail with the original and fourth copies of report of sales and check for commission payment to Ohio Oil Company, Refining and Marketing Accounting Department - Attention Mr. C. M. Buffington (Room 234), Findlay, Ohio.

Salesman's copy - Mail with original Form 1231-B to Akron, Dept. 0607.

10. Sales Commission Payment - Issue one check to the Ohio Oil Company for total of all credits Forms 1501-B issued for sales commission by the Zone Operating Center.

Mail check to the Ohio Oil Company, Findlay, Ohio, together with the customer's copy and extra copy of credits 1501-B and original and fourth copies of monthly report of sales to approved outlets.

Check, along with credit and report, is due to be completed and mailed on or before the twelfth of each month for the previous month's business.

Sales commission payment is effective with the month of April, 1953 business.

11. Ohio Oil Company Zones - The Ohio Oil Zone Offices are:

Ann Arbor, Mich.	Louisville, Ky.
Bloomington, Ind.	Mt. Vernon, Ohio
Chillicothe, Ohio	Muncie, Ind.
Columbus, Ohio	Robinson, Ill.
Dayton, Ohio	Salem, Ill.
Evansville, Ind.	South Bend, Ind.
Findley, Ohio	Springfield, Ill.
Fort Wayne, Ind.	Terre Haute, Ind.

(85D

Indianapolis, Ind.
Kokomo, Ind.
Lima, Ohio

Toledo, Ohio
Urbana, Ill.

SALARY OPERATED STATION PURCHASES

12. At present the Ohio Oil Company has the following company owned stations:

Indianapolis, Ind.

Terre Haute, Ind.

Dayton, Ohio

Toledo, Ohio

There may be other locations which will be salary operated for a limited time until a new lessee has been set up.

13. Districts will assign a customer's account number for each salary operated location.

Districts will also establish the billing price basis to which each salary operated station is entitled.

Each salary operated location will receive bonus for volume as earned.

14. Normal stock requirements for salary operated stations will be covered by purchase orders issued by the Ohio Oil Company at Findlay, Ohio.

Bill shipments against Findlay originated purchase orders as specified on the purchase order to the Ohio Oil Company, Findlay, Ohio and show delivery in the "shipped to" space of order forms (1500-B, 1126-B etc.) to the salary operated station receiving the shipment.

Zone Operating Centers will set up a separate ledger account for each salary operated station headed Ohio Oil Company, Findlay, Ohio and showing a sub designation of the station involved. Remittances will be made by the Findlay Ohio Oil Office to cover.

15. Emergency stock requirements for salary operated stations will be covered by purchase orders issued by the salary operated station.

Bill shipments against local salary operated station purchase orders as specified on the purchase order to the Ohio Oil Company at the local station address.

Zone Operating Centers will set up a separate ledger account for each salary operated station headed Ohio Oil Company at the address of the salary operated location. Remittances will be made by the Ohio Oil District Office for those accounts.

This means that there will be two ledger accounts for each salary operated station.

Zone Operating Centers carrying the accounts covering salary operated station purchases will prepare the monthly Oil Company Summary Report Form 1321-B for all purchases made by salary operated stations. Issue a separate report in triplicate for each B. F. Goodrich District involved and distribute as follows:

(854)

Original - Mail to Petroleum Company Tire Sales Dept. (0607), Akron.

Duplicate - Mail to The B. F. Goodrich District Manager.

Triplicate - Retain in Zone Operating Center's files.

Use the present Form 1321-B until revised forms are available. Indicate type of report by showing "(1) Salary Operated" on the second line just above the "(2) Consumption." Show "Salary Operated" on the "Totals" line just under "Oil Company Consumption Sales." List the purchases by commodity breakdown on the "Totals" line.

Sales commission will not be paid on purchases made by salary operated stations.

CONSUMPTION PURCHASES

17. A separate bulletin will be issued to cover Ohio Oil Company consumption purchases.

JAX 142

Commission's Exhibit 87

	Chicago	Cincinnati	Cleveland	Detroit	Indianapolis	St. Louis	
Company-owned stations with complete facilities	63	101	150	74	55	72	515
Leased Stations with Complete Facilities	0	12	25	16	12	1	66
Company-owned Stations with Limited Facilities	0	0	0	1	0	1	2
Leased Stations with Limited Facilities	1	14	36	8	13	1	73
Jobbers	2	1	5	12	6	8	34
Tank Wagon Salesmen	2	4	2	3	5	1	17
Driver-Agt. (Salaried)	1	0	4	0	5	1	11
Tank Wagon Buyer	2	1	2	0	15	1	21
Class "A" Driver	3	11	11	9	13	3	51
Class "B" Driver	1	4	35	20	12	1	73
Tank Wagon Buyer - ?	1	1	2	9	12	1	26
Total	159	55	271	22	88	21	615

FEDERAL TRADE COMMISSION
DOCKET NO. 6145 EXHIBIT NO. 87
IN THE MATTER OF Socony
DATE 11/2/57 WITNESS —
AVE REPORTING CO., Official Reporter
By [illegible]

7233

JAX 143

Commission's Exhibit 88

Mr. J. A. Moben

May 7, 1953

EMBLEM OIL COMPANY
DIVISION OF UNITED REFINING COMPANY
WARREN, PENNSYLVANIA

On Tuesday, May 5, Mr. Hugh R. Logan, General Manager and Treasurer of Emblem Oil Company, phoned me from Warren, Pennsylvania requesting an opportunity to discuss a TBA marketing plan similar to that now being inaugurated with Ohio Oil Company. It seems that Mr. Logan had recently been in touch with Ohio Oil's management.

Emblem Oil is now on a purchase and resale basis and last year bought $80,000 in BFG merchandise through our Buffalo District. It is George Empson's opinion that total potential for the outlets involved would not exceed $150,000. Mr. Logan reported that the Company owns and operates more than 90 vehicles, but we have no way of knowing what portion of their BFG purchases have been going to this use.

The Elk Refining Company with headquarters at Charleston, West Virginia is also a Division of United Refining and is now handling Firestone merchandise on purchase and resale. If Emblem and Elk were combined, total volume might equal four to five hundred thousand dollars.

Mr. Logan has asked that I phone him on May 18 and, if possible, to visit him at Warren, Pennsylvania shortly thereafter. I feel that the call should be made, although present information indicates that purchase and resale is the proper marketing method for this relatively small account. It is quite probable that competition is also being invited to discuss TBA and our present as well as potential interests for the future undoubtedly should be protected.

E. J. Lewis

lmd

cc: W. C. Bray

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION'S EXHIBIT NO. 88
IN THE MATTER OF Goodrich
DATE 4/7/57 WITNESS —
R. R. DONNELLY & SONS CO., Official Reporters

7285

JAX 144

Commission's Exhibit 89A

To:

SALES OPERATING INSTRUCTIONS

No. WHLSE.999 A

Address all correspondence to Petroleum Company Tire Sales Dept.

Date 6 13-53

Zone Mgr.	Dist Mgr Tires	Dist Mgr Ind	Dist Mgr Auto	Tube Oper Mgr	Gen Whse Area Mgr.	Super Whse Area Mgr.	Truck Rol Co. Tire Sales	Tire Sales Supervr	Tire Mgr.	Dist. C SO. Mgr.	Serv. Sta.	NOTES BY	Date	NOTES BY	Date
X	X			X						X					
Field Auto Mgr.	Supervr Store Mgr.	Store Gen. Area	Super Area Mgr.	Warehse Whse Mgrs	Tire Mf Whse Mgrs	Clerk Area	Clerk p/an	Mg. Ass. Sales	Clerk Sales	Clerk Sales Mgr.					
X				X											

Subject

EMBLEM OIL COMPANY

1 A market relationship has been established with the Emblem Oil Company, Warren, Penna., effective June 26, 1953, to promote and encourage the sale of B. F. Goodrich cases, tubes, batteries accessories and Auto & Home Supplies to approved Emblem Oil outlets.

The following instructions will apply.

SALES COMMISSION

2 Eligible Accounts and Rate of Commission Emblem Oil outlets whose purchases are subject to sales commission are:

Rate of Commission	Code	Type of Accounts
10%	"L"	Lessee - All Emblem Oil Dealers operating locations owned in fee or held under lease by Emblem and leased to said Dealers (except locations leased to and operated by B.F. Goodrich as one of its stores.)
10%	"D"	Dealers All other Emblem Oil Sales Contract Dealers (except such as are not approved by B.F. Goodrich.)
7½%	"J"	Jobbers All Emblem Oil Jobber accounts (except on tires and tubes purchased under B.F. Goodrich 100% Wholesaler program or sold under Agency Program 5%.)
5%	"JW"	Jobbers - All Emblem Oil Jobber Accounts on their tire and tube purchases under B.F. Goodrich 100% Wholesaler program or sold under Agency Program (Commodities other than tires and tubes take 7½% rate of commission.)
7½%	"DS"	Distributors - All Emblem Oil Distributor accounts (except on tires and tubes purchased under B.F. Goodrich 100% Wholesaler program or sold under Agency Program 5%.)
5%	"DSW"	Distributors All Emblem Oil Distributor Accounts on their tire and tube purchases under B.F. Goodrich

FEDERAL TRADE COMMISSION
EXHIBIT NO. 89A
IN THE MATTER OF
DATE 1/4/57 WITNESS
Official Reporter

This Bulletin sent to BUFFALO AND PITTSBURGH DISTRICTS; CLEVELAND MASTER WAREHOUSE; CLEVELAND ZONE OPERATING CENTER.

FORM 1317 5-6-53

7237

(89B)

100% Wholesaler program or sold under Agency Program. (Commodities other than tires and tubes take 7½% rate of commission.)

Commodities subject to Commission - The commodities subject to sales commission are the net purchases of:

Tires & Tubes - BFG new first-class Passenger, Truck & Bus, Farm, Solids, Industrials, Vulcanized-On, Retreads, Recaps and Recapping Service.

Batteries - BFG Batteries and battery parts.

Accessories & Repair Materials - BFG Accessories (fan belts, floor mats, etc) Repair and Treading Materials, Schrader & Dill Hardware.

This classification includes the complete Schrader and Dill line and all BFG 5 digit stock number items which have the first three digits of:

310 to 314 inclusive
332 to 334 "
350 to 354 "

Auto & Home Supplies - A & HS merchandise excluding Power Lawn Mowers, Motorola Home Radios and Television Sets and major appliances.

4. Items not subject to Commission - Do not pay sales commission on purchases covering:

Refunds	Transportation Charges	Battery Equipment	Major Appliances
Rejects	Wheels Rims & Parts	Advertising	(Electric Ranges
Adjustments	Rental Batteries	Anti Freeze Testers	Water Heaters,
Stationery	Chargers & Testers	Power Lawn Mowers	Refrigerators &
Repairs	Battery Service Kits	Motorola Home Radios	Freezers, Laundry
		& Television Sets	Equip., Space
			Heaters.)

5. Net purchases - Net purchase mean total billings, at net invoice price less all returned goods and other allowances, discounts and credits but before adding Federal Excise Tax or any Sales or Use Tax and before deducting cash discount allowed or credit memos covering bonus for volume.

6. Customer Account Coding - No special series of customer accounts numbers will be assigned to Emblem Oil outlets.

Show the letter "E" after the regular customer account number assigned on all orders, billings, etc. - example 123 E.

7. Monthly Report of Sales - Emblem Oil Company will furnish Cleveland Zone Operating Center with their form #E 53 in quadruplicate for reporting sales made each month to outlets approved for payment of sales commission to Emblem Oil. Form will be broken down to list approved outlets by B. F. Goodrich District Territory and grouped by major supply points.

Obtain sales from Zone Operating bookkeeping copies and report of sales made through BFGC and distributors. Sales breakdown will be (1) Tire and Tubes

7359

(89C)

and (2) Batteries, Accessories and A & H.S.

Cleveland Zone Operating will prepare report of sales in quadruplicate. Mail original and fourth copy to The Emblem Oil Company, Warren, Penna. with customer copies of credit 1301 B and check for commission, mail the second copy to The B. F. Goodrich District Manager and retain the third copy.

8. Oil Company Summary Report - Form 1321 B Cleveland Zone Operating Center will prepare a separate report in triplicate for each Emblem Oil Zone Office and by B. F. Goodrich District territory to cover the sales on which sales commission is paid.

Distribute as follows:

Original Mail to Petroleum Company Tire Sales Dept. (0607), Akron with salesman's copy of credit 1301-B issued.

Duplicate Mail to The B. F. Goodrich District Manager with the second copy of report of sales.

Triplicate Retain in Zone Operating Center files.

9. Credit for Sales Commission - Form 1301 B Insert an extra copy (Form 1301 B) with Credit Form 1301 B and issue credit in the regular way for sales commission due each month - a separate credit for each B. F. Goodrich District territory.

Distribute copies in the regular way, except:

Customer's copy and extra copy - Mail with the original and fourth copies of report of sales and check for commission payment to Emblem Oil Company, Warren, Penna.

Salesman's copy Mail with original Form 1321 B to Akron, Dept. 0607.

10. Sales Commission Payment - Issue one check to the Emblem Oil Company for total of all credits Form 1301 B issued for sales commission by the Zone Operating Center.

Mail check to the Emblem Oil Company, Warren, Penna. together with the customer's copy and extra copy of credits 1301 B and original and fourth copies of monthly report of sales to approved outlets.

Check, along with credit and report, is due to be completed and mailed on or before the twelfth of each month for the previous month's business.

Sales commission payment is effective with the month of July 1953 business.

SALARY OPERATED STATION PROCEDURE

11. At present the Emblem Oil Company has only one company owned station and this station will not sell tires.

JAX 147

Commission's Exhibit 91C

(91C)

THE B. F. GOODRICH COMPANY

The number of Oil Company Outlets served by The B. F. Goodrich Company on whose purchases Commission was paid.

	As of 12/31/46	As of 12/31/47	As of 12/31/48	As of 12/31/49	As of 12/31/50	As of 12/31/51	As of 12/31/52	As of 6/30/53
Texas Co.								
Direct								
Factory or District	N.A.	N.A.	N.A.	N.A.	840	966	909	1,015
Through BFGS	N.A.	N.A.	N.A.	N.A.	479	536	516	595
Indirect								
Through Distributors	N.A.	N.A.	N.A.	N.A.	438	743	1,238	1,390
Total Outlets	N.A.	967	1,508	1,696	*1,974	2,245	2,763	3,000
Conoco								
Direct								
Factory or District	-	-	-	-	-	-	371	458
Through BFGS	-	-	-	-	-	-	176	170
Indirect								
Through Distributors	-	-	-	-	-	-	534	489
Total Outlets	-	-	-	-	-	-	1,081	1,117
Shell American								
Direct								
Factory or District	N.A.	N.A.	N.A.	N.A.	48	58	40	37
Through BFGS	N.A.	N.A.	N.A.	N.A.	14	21	16	24
Indirect								
Through Distributors	N.A.	N.A.	N.A.	N.A.	4	2	8	4
Total Outlets	N.A.	N.A.	N.A.	N.A.	66	81	64	65
Jenney Mfg.								
Direct								
Factory or District	N.A.	N.A.	N.A.	N.A.	N.A.	27	22	24
Through BFGS	N.A.	N.A.	N.A.	N.A.	N.A.	41	39	48
Indirect								
Through Distributors	N.A.	N.A.	N.A.	N.A.	N.A.	75	106	111
Total Outlets	N.A.	N.A.	N.A.	N.A.	N.A.	143	167	183
Ohio Oil Co.								
Direct								
Factory or District	-	-	-	-	-	-	-	801
Through BFGS	-	-	-	-	-	-	-	256
Indirect								
Through Distributors	-	-	-	-	-	-	-	136
Total Outlets	-	-	-	-	-	-	-	593

[illegible] Oil Co. account not established until August 1953.

* Philadelphia Zone failed to furnish data in 1950 relative to number of active outlets served.

* Conoco contract not established until February 1952.

FEDERAL TRADE COMMISSION
DOCKET NO. 6445 [illegible] 91C

* Ohio Oil Co. account not established until February 1953.

7297

[illegible].S.
[illegible]11 53

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 92
IN THE MATTER OF Goodrich
DATE 11/7/57 WITNESS
ACM REPORTING CO., Official Reporter
By

(CX 1D.92)

THE B. F. GOODRICH COMPANY

OIL COMPANY SALES AND COMMISSION PAYMENTS

	1946	1947	1948	1949	1950	1951	1952	6 Mos. Accum. 1953
The Texas Co.								
Total Commission Payments	N.A.	N.A.	$ 712,744	$ 673,863	$ 955,753	$ 933,830	$ 1,092,128	$ 583,959
Total Sales	$5,409,495	$7,544,325	$8,735,215	$8,401,775	$11,920,724	$11,405,718	$12,747,661	$6,789,563
Conoco								
Total Commission Payments	-	-	-	-	-	-	247,657	242,556
Total Sales	-	-	-	-	-	-	2,918,391	2,898,981
Jenney Mfg. Co.								
Total Commission Payments	N.A.	N.A.	N.A.	N.A.	N.A.	34,811	41,482	19,464
Total Sales	171,932	307,055	406,876	376,370	493,425	352,865	437,509	196,515
Shell American								
Total Commission Payments	N.A.	N.A.	N.A.	N.A.	N.A.	25,097	27,451	13,215
Total Sales	195,593	211,763	197,108	197,508	219,995	250,979	274,514	132,143
Ohio Oil								
Total Commission Payments	-	-	-	-	-	-	-	33,505
Total Sales	-	-	-	-	-	-	-	344,139
Grand Total - Commission Payments	$501,862	$ 647,748	$ 747,863	$ 742,093	$ 970,208	$ 993,738	$ 1,408,717	$ 892,699
Grand Total - Sales	$5,777,020	$8,063,143	$9,339,199	$8,975,653	$12,634,144	$12,009,562	$16,378,075	$10,361,341

Commission payments for years 1951 to 1953 (6 Mos.) inc. taken from Dept. 0607 summary sheets.
Commission payments for years 1946 to 1950 inc. taken from Dept. 9290 sales records.

D.L.S.
9/11/53

JAX 148

Commission's Exhibit 92

JAX 149

Commission's Exhibit 94A

94-A

COPY

THE TEXAS COMPANY New York, N.Y., December 5, 1952

TBA PROGRAM
ACCOUNT ANALYSIS-
1952 VOLUME

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 94-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 16 1956 WITNESS
ACE REPORTING CO., Official Reporter
By MONICK

Messrs. J. K. Pannill (5)
L. F. Raymond (5)
D. B. Monroe (5)
H. E. Paul (4)

Gentlemen:

We are working very closely with the management of the tire companies in an effort to formulate plans which we think will help to overcome, during 1953, many of our TBA sales obstacles. If we are to attack these problems successfully, and produce the desired improvement, it will be necessary for our respective organizations to carefully examine the present sales activities on these products with Texaco consignees, distributors, and dealers.

Jointly with each tire company, we expect, first to inaugurate a specific campaign with reference to interesting Texaco consignees and distributors in selling a complete line of TBA products. Particular stress will be laid on those who now handle tires and tubes but do not handle batteries and auto supplies. Similar promotions will also be worked out later for the service station dealers. We propose to launch these campaigns in the nature of a program to be followed throughout the year rather than a concerted drive of short duration. Certain statistics on results obtained in 1952 will be necessary in order to assist us in developing these programs.

Will you please request the Divisions to prepare a statement as per sample attached for each type of Texaco account ("B", "E", "C" and "D"). Each individual account's total 1952 purchases will be the determining factor when grouping them into the various dollar volume brackets shown.

Separate statements <u>in duplicate</u> covering purchases from Firestone and from Goodrich should be furnished this office <u>not later than February 15, 1953</u>. The information necessary for the preparation of these statements will be readily available from Form S-40 cards just as soon as the December Forms S-47 have been posted.

We direct your particular attention to the note at the bottom of the sample statement. The supplemental statements called for are to cover the purchases by consignees and distributors who operate, in whole or in part, retail stores handling a more or less complete line of tire company products.

Sufficient copies of this letter and attachment are furnished you for forwarding one copy to each Division.

Very truly yours,

/S/ Norton Bronson

MAW:SD
WH:WBH

7304

JAX 150

Commission's Exhibit 98

The B. F. Goodrich Company

Tire and Equipment Division

Akron, Ohio

Oct. 6, 1955

Mr. Norton Bronson, Mgr.
Tire Sales Division
The Texas Company
135 E. 42nd Street
New York 17, N. Y.

Dear Mr. Bronson:

B. F. Goodrich will, in accordance with our verbal understanding covered in a prior discussion, pay The Texas Company a service commission of five per cent (5%) on the sale of B. F. Goodrich TBA merchandise sold on extended credit terms to holders of Texaco credit cards.

This program became effective September 1, 1955. Details covering our Operating Instructions to the B. F. Goodrich Stores selling Texaco gasoline who are affected by this program have been sent to you in accordance with your request.

Very truly yours,

THE B. F. GOODRICH COMPANY

Manager,
Petroleum Company Tire Sales

H N ROBERTS
lmc

FIRST IN RUBBER

7306

JAX 151

Commission's Exhibit 96

The B. F. Goodrich Company

Tire and Equipment Division

Akron, Ohio

Oct. 31, 1955

Mr. Horton Bronson, Mgr.
Tire Sales Division
The Texas Company
135 E. 42nd Street
New York 17, N. Y.

Dear Mr. Bronson:

B. F. Goodrich will, effective October 1, 1955, pay The Texas Company a commission of 2½% on the sale of recapped tires produced from B. F. Goodrich Camelback sold to Texas Company by B. F. Goodrich approved supply point distributors.

As you know, our former program covered the sale of recapped tires produced in B. F. Goodrich store-operated recap plants only. There is no change in our former program and the sale of such recapped tires that are produced in those plants will still be subject to the regular rate of commission.

This change in program clears up a problem that has existed for some time, due to the fact that independent distributors operating their own recap plant have sold recapped tires to your dealers and there was no provision to include such sales in your sales volume on which commissions have been paid.

Operating Instructions covering the procedure for handling this new phase of our marketing program will be issued within the next few days and sufficient copies will be forwarded to you for distribution to your organization.

Very truly yours,

THE B. F. GOODRICH COMPANY

H N Roberts

Manager,
Petroleum Company Tire Sales

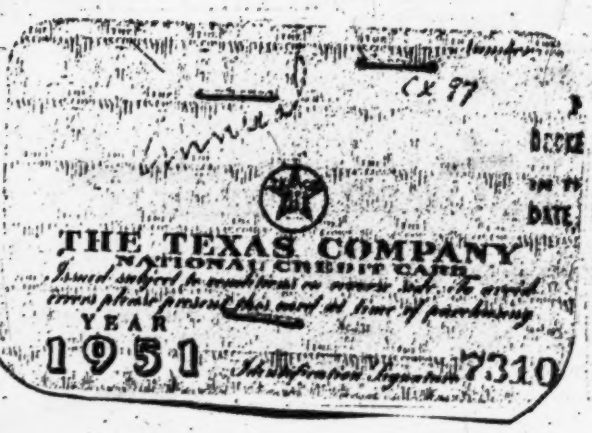
H N ROBERTS
lmc

FIRST IN RUBBER

73251

JAX 152

Commission's Exhibits 97-98



FEDERAL TRADE COMMISSION
DOCKET NO. 97
MATTER OF B. F. GOODRICH COMPANY
OCT 16 1956 WITNESS
ACME REPORTING CO., Official Reporter
By MORICK

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 98
MATTER OF B. F. GOODRICH COMPANY
OCT 16 1956 WITNESS
ACME REPORTING CO., Official Reporter
By MORICK

JAX 153

Commission's Exhibit 99

99

THE TEXAS COMPANY
135 EAST 42nd STREET
NEW YORK 17, N. Y.

FEDERAL TRADE COMMISSION
DOCKET NO. 8485 EXHIBIT NO. 99
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 16 1958 WITNESS
ACM REPORTING CO., Official Reporter
By

EQUIPMENT GENERALLY MADE AVAILABLE BY THE TEXAS COMPANY TO DEALERS

Gasoline Computing Pumps and Pump Globes
Underground Tanks
Compressors
Lifts
Air Stands
Air Wells
Lubsters
Kerosine Outfits
Motor Oil Can Racks
Road Map Holders
Registered Rest Room Pledge Frames and Key Tags
Signs of Various Types, including:
- 6 ft. diameter Trade Mark Sign, including Pole
- Marfak Sign
- Registered Rest Room Sign
- Motor Oil Sign
- Brand Name Sign
- Price Signs
- Decalcomanias
- "No Smoking" Signs

Porcelain Enamel Bands and Plastic Letters

2

JAX 154

Com 100-A

Commission's Exhibit 100A

Form G-77-12-21-1956

LEASE

Agreement dated the _____ day of _____, 19____, by and between

_____

_____

(lessor) and THE TEXAS COMPANY, a Delaware corporation, having a place of business at _____

_____ (lessee)

(1)—Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of _____, County of _____ State of _____, described as follows:

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 100-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 17 1956 WITNESS Wakell
ACE REPORTING CO., Official Reporter
By MONICK

Together with all appurtenances thereto and all right, title and interest of lessor in and to any and all roads, streets and ways bounding the said premises;

Together with the buildings, improvements, fixtures, equipment and facilities of the lessor now located on said premises as follows:

(2)—Term. TO HAVE AND TO HOLD for the term of _____ years, from and after the _____ day of _____, Nineteen Hundred _____ (_____, 19____) but subject to termination by lessee at the end of the first year or any subsequent year upon thirty (30) days' prior written notice from lessee to lessor.

Commission's Exhibit 1028

(3)—Rental. Lessee agrees to pay the following rent for said premises:—

Lessee agrees that rental shall be payable in monthly installments and that if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Lessee Manager of the lessee, at its place of business as shown in this lease, lessor shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from lessor to lessee. Such application shall be deemed payment of such rent.

(4)—Maintenance. Lessee agrees to maintain said premises and improvements, including plumbing, heating, and electric wiring, in good repair, and to paint same according to lessee's specifications, when deemed necessary by the opinion of the lessee during the term of this lease, and to rebuild within ninety (90) days any structure on said premises damaged or destroyed, in the event of lessee's failure to do so, lessee, at its election, may either terminate the lease on thirty (30) days' notice to lessor, in which event rental shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding at the expense of the lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for the principal expenditure, together with interest at six per cent. If, prior to and/or during the time the premises are undergoing repairs, the use thereof by lessee is materially interfered with, the rent accruing during such period or periods shall be abated.

START

(5)—Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to move and remove all buildings, and improvements, fixtures, equipment and other property owned by lessee or placed on said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.

(6)—Lessee's Right of Termination. Should lessee be prevented from establishing or continuing the business of distributing petroleum products on the whole or any part of said premises, due to any law, ordinance or regulation by any Federal, State or Municipal authority, or due to any restriction on said premises and said restriction is not removed within ninety (90) days from the date thereof, then, in either of such events, lessee may terminate this lease upon giving lessor thirty (30) days' written notice of termination, in which event lessee shall be relieved of all obligations under this lease, including all liability for rent from the date lessee was prevented in any manner from conducting such business, and all rental obligations shall be adjusted between the parties as of such date. If, during the term of this lease, a part only of said premises be taken for public use under right of eminent domain, and if the remainder, in the opinion of the lessee, is not suitable for its purpose, lessee, at its option, may cancel and terminate this lease, but if it shall not elect so to do, the monthly rental thereafter to be paid shall be reduced by an amount which bears the same ratio to that herein provided for as the area taken bears to the total area prior to such taking.

(7)—Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(8)—Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right to make such payments for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(9)—Options to Purchase. Lessor hereby grants to lessee the exclusive right, at lessee's option, to purchase the demised premises, together with all structures, improvements, and equipment thereon, free and clear of all liens and encumbrances (including leases which were not on the premises at the date of this lease) at any time during the term of this lease or any extension or renewal thereof,

(a) for the sum of _____ dollars, it being understood that if any part of said premises be condemned, the amount of damages awarded to or accepted by lessor as a result thereof shall be deducted from said sum; (b) on the same terms and at the same price as any bona fide offer for said premises received by lessor and which offer lessor desires to accept. Upon receipt of a bona fide offer, and each time any such offer is received, lessor shall immediately notify lessee in writing of the full details of such offer, including the name and address of the offeror, whereupon lessee shall have thirty (30) days after receipt of such notice in which to elect to exercise lessee's prior right to purchase. No sale of or transfer of title to said premises shall be binding on lessee unless and until the foregoing requirements are fully complied with. If lessee elects to exercise lessee's prior right to purchase pursuant to any such bona fide offer, it is agreed that the terms and conditions set forth in the next to the last paragraph hereof shall govern such purchase.

Each such option herein granted shall be independent of the other, shall be pre-emptive and continuing, and shall be binding upon lessor, lessor's heirs, devisees, legal representatives, successors and assigns. The election by lessee not to purchase said premises in the case of any bona fide offer referred to in (b) above shall not terminate or in any wise affect either of such options but each shall thereafter continue unaffected as set forth in this paragraph.

Upon receipt of lessee's notice of election to exercise either of the options granted herein, which notice shall be given in accordance with the Notice Clause of this lease, lessor shall immediately deliver to lessee, at lessor's expense, a complete abstract of title or other evidence of title satisfactory to lessee, and shall also furnish, at lessor's expense, an up-to-date survey by a licensed or registered professional engineer or surveyor showing elevation of property and corners marked with concrete monuments, upon receipt of which the lessee shall have a reasonable time in which to examine title, and upon completion of such examination, if title is found satisfactory, and upon tender of the purchase price to lessor, lessor shall promptly deliver to lessee a good and sufficient Warranty Deed conveying the premises to lessee free and clear of all encumbrances (including, but without limiting, any rights of dower or curtesy). All rentals and taxes shall be prorated between grantor and grantee to the date of delivery of the aforesaid deed.

Lessee's notice of election to purchase pursuant to either of the options granted in this clause shall be sufficient if deposited in the mail addressed to lessor or if sent by telegraph at or before midnight of the day on which the option period expires.

(10)—Application of Option Purchase Price. In event accruing rentals are insufficient to reimburse lessee for expenditures made by lessee as authorized hereunder, and in event lessee exercises the option to purchase the demised premises, lessee may apply such part of the purchase price as is necessary to (a) completely reimburse itself for such expenditures and (b) pay any other indebtedness of lessor to lessee, together with interest at six per cent.

(11)—Option to Extend Term. (a) The lessor hereby grants to lessee the right and option to extend this lease for

Commissioner's Exhibit 100C

FEDERAL TRADE COMMISSION

EXHIBIT NO. 645 CASE NO. _____

Ty-C 100-C

Lessee shall notify lessor in writing of his election to extend this lease during [illegible] days prior to the date of the expiration of the term of this lease and rental thereof shall be [illegible] provided.

(b) If at any time during the term of this lease or any extension or renewal thereof, lessor shall receive a bona fide offer to lease the premises covered by a lease to begin immediately or the ensuing renewal term to any extension or renewal thereof, and lessee desires to accept such offer, lessor shall immediately advise lessee in writing of such offer with a full disclosure of conditions and provisions thereof and lessee shall have ninety [illegible] days after receipt thereof in which to elect to lease/hold premises upon the same terms and provisions contained in such offer.

(c) In the event lessor is granted an option to extend under the provisions of paragraph [illegible](a), it is agreed that if lessor does not in any instance elect to lease said premises in accordance with the provisions of paragraph [illegible](b), such failure shall in no way limit or affect lessee's right and option to extend this lease as provided in paragraph [illegible](a).

(12)—Holdover. If, at the expiration or termination of this lease or any extension thereof, lessee shall hold over for any reason, the tenancy of lessee thereafter shall be from month to month only and be subject to all other terms and conditions of this lease, in the absence of a written agreement to the contrary.

(13)—Assignment and Sub-Letting. Lessor consents that lessee may assign or sub-let the premises, provided that lessee shall remain liable to lessor for the performance of all the terms hereof.

(14)—Notice. Notices from lessee to lessor shall be sufficient if delivered to lessor, or if sent by telegraph, or if placed in the United States mails addressed to the lessor at the address shown in this lease. Notices from lessor to lessee shall be sufficient if posted in the United States mails, postage prepaid, addressed to the lessee's place of business as shown in this lease.

(15)—Change in Ownership. No change in ownership, assignment of this lease, or assignment of rentals hereunder shall be binding upon lessee unless and until lessee has been furnished either the original instrument evidencing such transfer, or assignment, or a true copy thereof.

(16)—Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or assigns.

(17)—Entirety of Agreement. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this lease.

(18)—Approved and Signing by Lessee. This agreement, whatever the circumstances, shall not be binding on the lessee unless and until approved and signed in its behalf by an Executive Officer, or any of the following employees of the Domestic Sales Department: General Manager, Assistant General Manager, Manager Dealer Sales, Assistant to Management, Manager Real Estate Division, Territorial Manager, Assistant Territorial Manager or Division Manager.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

_____ (Seal)

_____ (Seal)

Witness: _____ _____ (Seal)

Witness: _____ _____ (Seal)

(Lessor)

THE TEXAS COMPANY (Lessee)

Attest: _____ By _____

Approved as to: Terms _____ Description _____ Form _____

7318

(For Acknowledgments see reverse side)

JAX-15

Commission's Exhibit 101A

Com 101-A

Form G-178-11-31-[illegible]

LEASE

Agreement dated the _____ day of _____, 19____, by and between

_____

_____

(lessor) and THE TEXAS COMPANY, a Delaware corporation, having a place of business at _____

_____ (lessee).

(1)—Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of _____, County of _____, State of _____, described as follows:

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMPANY'S EXHIBIT NO. 101-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 17 1958 WITNESS [illegible]
ACE REPORTING CO., Official Reporter
By MONIFK

Together with all appurtenances thereto and all right, title and interest of lessor in and to any and all roads, streets and ways bounding the said premises;

Together with the buildings, improvements, fixtures, equipment and facilities of the lessor now located on said premises as follows:

(2)—Term. TO HAVE AND TO HOLD for the term of _____ years, from and after the _____ day of _____, Nineteen Hundred _____ (_____, 19____) but subject to termination by lessee at the end of the first year or any subsequent year upon thirty (30) days' prior written notice from lessee to lessor.

(3)—Rental. Lessee agrees to pay the following rent for said premises:—

Lessee agrees that rental shall be payable in monthly installments and that if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Division Manager of the lessee, at its place of business as shown in this lease, lessor shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from lessor to lessee. Such application shall be deemed payment of such rental.

Commission's Exhibit 101B

(4)—Maintenance. (a) During the term of this lease, lessee shall at lessee's expense make minor repairs to said premises, buildings and improvements, including repairs to plumbing, heating equipment, electrical wiring and fixtures, and replace broken windows, provided the total cost of said repairs and/or replacement of windows does not exceed $50.00 at any one time. Lessee agrees to paint the buildings and improvements whenever it deems such painting necessary.

(b) Lessor agrees at lessee's expense to make all other repairs to the said premises, buildings and improvements, equipment and fixtures furnished by lessor, and to keep the same in good repair during the term of this lease, as well as to replace any equipment furnished by lessor which becomes worn-out or damaged and cannot in the opinion of lessee, be placed in first-class condition by reasonable repairs. In event lessor shall fail promptly to make repairs or replacements as provided for herein, lessee is authorized to make the necessary repairs or replacements and to apply accruing rentals to reimburse itself for such expenditures.

(c) Lessor further agrees that in the event any structures on said premises are damaged or destroyed, lessor shall notify lessee within twenty (20) days from the date of such destruction or damage whether or not lessor intends to restore the premises to their former condition and if lessor so elects to restore the premises to their former condition, lessor shall replace within sixty (60) days any such structures damaged or destroyed. If lessor fails to notify lessee within said twenty (20) day period or notifies lessee that lessor does not intend to restore the premises, or fails to restore the same, lessee at its election may immediately terminate the lease effective as of the date the damage or destruction occurred, in which event rental shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding itself and have the right to apply accruing rentals to reimburse itself for the principal expenditure, together with interest at six per cent. If prior to and/or during the time the premises are undergoing repairs the use thereof by lessee is materially interfered with, the rent accruing during such period or periods shall abate.

(5)—Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to move and remove all buildings, and improvements, fixtures, equipment and other property owned by lessee or placed on said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.

(6)—Lessee's Right of Termination. Should lessee be prevented from establishing or continuing the business of distributing petroleum products on the whole or any part of said premises due to any law, ordinance or regulation by any Federal, State or Municipal authority, or due to any contamination on said premises and said contamination is not removed within ninety (90) days from the date thereof, then, in either of such events, lessee may cancel this lease upon giving lessor thirty (30) days written notice of termination, in which event lessee shall be relieved of all obligations under this lease, including all liability for rent from the date lessee was prevented in any manner from the conduct of such business, and all rental obligations shall be adjusted between the parties as of such date. If during the term hereof this lease, a part only of said premises is taken for public use under right of eminent domain and if the remaining part, in the opinion of the lessee, is not suitable for its purpose, lessee, at its option, may cancel and terminate this lease, but if it shall not elect so to do, the monthly rental thereafter to be paid shall be reduced by an amount which bears the same ratio to that herein provided for as the area taken bears to the total area prior to such taking.

(7)—Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(8)—Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which now or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right to make such payments for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(9)—Options to Purchase. Lessor hereby grants to lessee the exclusive right, at lessee's option, to purchase the demised premises, together with all structures, improvements, and equipment thereon, free and clear of all liens and encumbrances (including leases which may not on the premises at the date of this lease) at any time during the term of this lease or any extension or renewal thereof,

(a) for the sum of _____ dollars, it being understood that, if any part of said premises be condemned, the amount of damages awarded to or accepted by lessor as a result thereof shall be deducted from said sum; (b) on the same terms and at the same price as any bona fide offer for said premises received by lessor and which offer lessor desires to accept. Upon receipt of a bona fide offer, and each time any such offer is received, lessor shall immediately notify lessee in writing of the full details of such offer, including the name and address of the person, whereupon lessee shall have thirty (30) days after receipt of such notice in which to elect to exercise lessee's prior right to purchase. No sale of or transfer of title to said premises shall be taking on lessor unless and until the foregoing requirements are fully complied with. If lessee elects to exercise lessee's prior right to purchase pursuant to any such bona fide offer, it is agreed that the terms and conditions set forth in the next to the last paragraph hereof shall govern such purchase.

Each such option herein granted shall be independent of the other, shall be pre-emptive and continuing, and shall be binding upon lessor, lessor's heirs, devisees, legal representatives, successors and assigns. The election by lessee not to purchase said premises in the case of any bona fide offer referred to in (b) above shall not terminate or in any wise affect either of such options but each shall thereafter continue unaffected as set forth in this paragraph.

Upon receipt of lessee's notice of election to exercise either of the options granted herein, which notice shall be given in accordance with the Notice Clause of this lease, lessor shall immediately deliver to lessee, at lessor's expense, a complete abstract of title or other evidence of title satisfactory to lessee, and shall also furnish, at lessor's expense, an up-to-date survey by a licensed or registered professional engineer or surveyor showing elevation of property and corners marked with concrete monuments, upon receipt of which the lessee shall have a reasonable time in which to examine title, and upon completion of such examination, if title is found satisfactory, and upon tender of the purchase price to lessor, lessor shall deliver to lessee a good and sufficient Warranty Deed conveying the premises to lessee free and clear of all encumbrances (including, but without limiting, any rights of dower or curtesy). All rentals and taxes shall be prorated between grantor and grantee to the date of delivery of the aforesaid deed.

Lessee's option of election to purchase pursuant to either of the options granted in this clause shall be sufficient if deposited in the mail addressed to lessor or if sent by telegraph at or before midnight of the day on which the option period expires.

(10)—Application of Option Purchase Price. In event accruing rentals are insufficient to reimburse lessee for expenditures made by lessee as authorized herein, and in event lessee exercises the option to purchase the demised premises, lessee may apply such part of the purchase price as is necessary to (a) completely reimburse itself for such expenditures and (b) pay any other indebtedness of lessor to lessee, together with interest at six per cent.

(11)—Option to Extend Term. (a) The lessor hereby grants to lessee the right and option to extend this lease for _____

_____

_____

_____

_____

_____

Lessee shall notify lessor in writing of its election to extend this lease sixty (60) days prior to the date of the expiration of the term of this lease and notice thereof shall be deemed sufficient if given in the manner hereinafter provided.

(b) If at any time during the term of this lease or any extension or renewal thereof, lessor shall receive a bona fide offer to lease the demised premises for a term to begin subsequent to the present demised term or any extension or renewal thereof, and lessor desires to accept such offer, lessor shall immediately submit to lessee a written copy of such offer with a full disclosure of all terms and provisions thereof and lessee shall have thirty (30) days after receipt thereof in which to elect to lease said premises upon the same terms and provisions contained in such offer.

FEDERAL TRADE COMMISSION
FILED No. 6486

8-10-

7321

JAX 150

Commission's Exhibit 101C

FEDERAL TRADE COMMISSION

Docket 6485 Exhibit No. 101

(c) In the event lessee is granted an option to extend under the provisions of paragraph (11)(a), it is agreed that if lessee does not in any instance elect to lease said premises in accordance with the provisions of paragraph (11)(b) such failure shall in no way limit or affect lessee's right and option to extend this lease as provided in paragraph (11)(a).

(12)—Holdover. If, at the expiration or termination of this lease or any extension thereof, lessee shall hold over for any reason, the tenancy of lessee thereafter shall be from month to month only and be subject to all other terms and conditions of this lease, in the absence of a written agreement to the contrary.

(13)—Assignment and Sub-Letting. Lessor consents that lessee may assign or sub-let the premises, provided that lessee shall remain liable to lessor for the performance of all the terms hereof.

(14)—Notice. Notices from lessor to lessee shall be sufficient if delivered to lessee, or if sent by telegraph, or if placed in the United States mails addressed to the lessee at the address shown in this lease. Notices from lessee to lessor shall be sufficient if posted in the United States mails, postage prepaid, addressed to the lessor's place of business as shown in this lease.

(15)—Change in Ownership. No change in ownership, assignment of this lease, or assignment of rentals hereunder shall be binding upon lessor unless and until lessor has been furnished either the original instrument evidencing such transfer, or assignment, or a true copy thereof.

(16)—Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or assigns.

(17)—Entirety of Agreement. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this lease.

(18)—Approval and Signing by Lessor. This agreement, whatever the circumstances, shall not be binding on the lessor unless and until approved and signed in its behalf by an Executive Officer, or any of the following employees of the Domestic Sales Department: General Manager, Assistant General Manager, Manager Dealer Sales, Assistant to Manager, Manager Real Estate Division, Territorial Manager, Assistant Territorial Manager or Division Manager.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

_____ (Seal)

_____ (Seal)

Witness: _____ _____ (Seal)

Witness: _____ _____ (Seal)

(Lessor)

THE TEXAS COMPANY (Lessee)

Attest: _____ By _____

Approved as to: Terms _____ Description _____ Form _____

(For Acknowledgments see reverse side)

7322

JAX 160

Commission's Exhibit 102A

Con 102-A

LEASE

Agreement dated the _____ day of _____ 19__ by and between

_____

_____

(lessor) and THE TEXAS COMPANY, a Delaware corporation, having a place of business at _____

_____ (lessee).

(1)—Premises Leased. Lessor hereby leases unto lessee a tract of land, with the improvements thereon, in the City of _____, County of _____, State of _____, bounded and described as follows:

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMPLAINT EXHIBIT NO. 102-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 17 1956 WITNESS _____
ACE REPORTING CO., Official Reporter
By MONICK

Together with all appurtenances thereto and all right, title and interest of lessor in and to any and all roads, streets and ways bounding the said premises.

(2)—Term. TO HAVE AND TO HOLD for the term of _____ years, from and after the _____ day of _____, Nineteen Hundred _____ (_____, 19__) but subject to termination by lessee _____ upon _____ ( ) days' written notice from lessee to lessor.

(3)—Rental. Lessee agrees to pay the following rent for said premises:—

Lessee agrees that rental shall be payable in monthly installments and that if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Division Manager of the lessee, at its place of business as shown in this lease, lessor shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from lessor to lessee. Such application shall be deemed payment of such rental.

Commission's Exhibit 1028

(4)—Ownership and Removal of Buildings and Property. All buildings, improvements, fixtures, equipment, and other property owned by the lessee or erected or placed on said premises by lessee during the term of this lease, or any extension or renewal thereof, shall be the property of and being exclusively to the lessee, free from any lien or encumbrances. It is understood that the lessee has the right to remove or replace buildings, fixtures, aboveground equipment, underground tanks and other removable property at any time during the term of this lease at its sole discretion, and that upon the termination of this lease as herein provided or otherwise, the lessee shall have the right to cover and remove from said premises all buildings, improvements, fixtures, equipment and other property owned by the lessee or erected or placed upon said premises by the lessee. It is understood, however, that the lessee is under no obligation to remove the same or any part thereof, but that in the event of lessee's failure to do so within thirty (30) days after the date of the termination of this lease, such buildings and improvements not removed from said premises shall become the sole property of the lessor.

(5)—Lessee's Right of Termination. Should lessee be prevented from establishing or continuing the business of distributing petroleum products on the whole or any part of said premises, due to any law, ordinance or regulation by any Federal, State or Municipal authority, or due to any restriction on said premises and said restriction is not removed within ninety (90) days from the date thereof, then, in either of such events, lessee may terminate this lease upon giving lessor thirty (30) days' written notice of termination, in which event lessee shall be relieved of all obligations under this lease, including all liability for rent from the date lease was prevented in any manner from conducting such business, and all rental obligations shall be adjusted between the parties as of such date. If, during the term of this lease, a part only of said premises be taken for public use under right of eminent domain, and if the remainder, in the opinion of the lessee, is not suitable for its purpose, lessee, at its option, may cancel and terminate this lease, but if it shall not elect so to do, the monthly rental thereafter to be paid shall be reduced by an amount which bears the same ratio to that herein provided for as the area taken bears to the total area prior to such taking.

(6)—Damages for Defect in Title. (a) Lessor covenants that he is well seized of said premises, has good right to lease the same, that said premises are free and clear of all liens or encumbrances, except as hereinabove set forth, and covenants and agrees to defend the title thereto, and at lessor's own expense agrees to furnish lessee with an abstract of title or a title policy brought down to date; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(b) Liens and Encumbrances:

(7)—Destruction by Fire, etc. If, by fire, earthquake, the elements or any cause not due to lessee's negligence, the improvements now or hereafter existing on said premises are destroyed or so damaged as materially to interfere with the business of lessee and/or its sub-tenants, or any of them, lessee shall have the right at its option, to be exercised within ten (10) days after such event, to terminate this lease and shall be thereupon released from all further obligations hereunder. Such termination shall be effective as of the date of such destruction or damage and lessor shall repay to lessee any rentals paid in advance for the time subsequent to such damage or destruction.

(8)—Taxes.

(9)—Assessments. Lessee shall in no event be responsible for or assume any obligation to pay any outstanding or future assessments for street or sidewalk construction, paving or improvements, street repairs, street widenings, sewers, water lines, or assessments of any character imposed with respect to the demised premises, and the lessor agrees to assume all obligations to pay such assessments.

(10)—Water Rents. Lessee agrees to pay all water rents accruing upon said property for any period falling wholly within the term of this lease and a proper pro rata part of any such water rents for any period falling partly within said term.

(11)—Options to Purchase. Lessor hereby grants to lessee the exclusive right, at lessee's option, to purchase the demised premises, together with all structures, improvements, and equipment thereon, free and clear of all liens and encumbrances (including leases which were not on the premises at the date of this lease) at any time during the term of this lease or any extension or renewal thereof,

(a) for the sum of

_____ dollars,

understood that if any part of said premises be condemned, the amount of damages awarded to or accepted by lessor as a result thereof shall be deducted from said price

(b) on the same terms and at the same price as any bona fide offer for said premises received by lessee and which offer lessee desires to accept. Upon receipt of a bona fide offer, and each time any such offer is received, lessee shall immediately notify lessor in writing of the full details of such offer, including the name and address of the offerer, whereupon lessee shall have thirty (30) days after receipt of such notice in which to elect to exercise lessee's prior right to purchase. No sale of or transfer of title to said premises shall be binding on lessee unless and until the foregoing requirements are fully complied with. If lessee elects to exercise lessee's prior right to purchase pursuant to any such bona fide offer, it is agreed that the terms and conditions set forth in the next to the last paragraph hereof shall govern such purchase.

Each such option herein granted shall be independent of the other, shall be pre-emptive and continuing, and shall be binding upon lessor, lessor's heirs, devisees, legal representatives, successors and assigns. The election by lessee not to purchase said premises in the case of any bona fide offer referred to in (b) above shall not terminate or in any wise affect either of such options but each shall thereafter continue unaffected as set forth in this paragraph.

Upon receipt of lessee's notice of election to exercise either of the options granted herein, which notice shall be given in accordance with the Notice Clause of this lease, lessor shall immediately deliver to lessee, at lessee's expense, a complete abstract of title or other evidence of title satisfactory to lessee, and shall also furnish, at lessee's expense, an up-to-date survey by a licensed or registered professional engineer or surveyor showing elevation of property and corners marked with concrete monuments, upon receipt of which the lessee shall have a reasonable time in which to examine title, and upon completion of such examination, if title is found satisfactory, and upon tender of the purchase price by lessee, lessor shall promptly deliver to lessee a general and unlimited Warranty Deed conveying the premises to lessee free and clear of all encumbrances (including, but without limiting, any rights of dower, or curtesy). All rentals and taxes shall be prorated between grantor and grantee to the date of delivery of the aforesaid deed.

Lessee's notice of election to purchase pursuant to either of the options granted in this clause shall be sufficient if deposited in the mail addressed to lessor or if sent by telegraph at or before midnight of the day on which the option period expires.

JAX 162

Commission's Exhibit 102C

FEDERAL TRADE COMMISSION
Docket No. 6485 Investigation No.

Com 102 c

(12)—**Option to Extend Term.** (a) The lessor hereby grants to the lessee the right and option to extend this lease for an additional period of.....years at the following rental:—

.....

.....

.....

Lessee shall notify lessor in writing of its election to extend this lease sixty (60) days prior to the date of the expiration of the term of this lease and notice thereof shall be deemed sufficient if given in the manner hereinafter provided.

(b) If at any time during the term of this lease or any extension or renewal provided for herein, lessor shall receive a bona fide offer to lease the demised premises for a term to begin subsequent to the present demised term or such extension or renewal, and the lessor desires to accept such offer, lessor will immediately submit to lessee a written copy of such proposed lease with a full disclosure of the terms and provisions thereof and lessee shall have thirty (30) days after receipt thereof in which to elect to lease said premises upon the same terms and provisions contained in such proposed lease.

(c) In the event lessee is granted an option to extend under the provisions of paragraph (12) (a), it is agreed that if lessee does not in any instance elect to lease said premises in accordance with the provisions of paragraph (12) (b), such failure shall in no way limit or affect lessee's right and option to extend this lease as provided in paragraph (12) (a).

(13)—**Demolition of Buildings.** The lessor hereby grants to the lessee the right to demolish any and all buildings, improvements and structures now erected upon the demised premises, and to remove the same therefrom, at such time or times as the lessee, in its judgment may deem proper, and the lessor hereby relinquishes any and all claim to any salvaged materials as a result of said demolition, and agrees that the same shall be and become the property of the lessee, to be disposed of as the lessee sees fit.

(14)—**Survey.** Lessor shall furnish lessee, at lessor's expense, a line and grade survey of the demised premises, prepared by a registered surveyor and in conformity with the requirements of lessee's construction department.

(15)—**Construction of Service Station.** Lessee hereby covenants and agrees to construct or cause to be constructed upon the demised premises a modern service station which will be completed in accordance with lessee's plans and specifications, and lessee will equip or cause the same to be equipped for operation as a service station at its convenience at an expenditure therefor of the sum of at least.....dollars. It is understood, however, that the lessee shall incur no obligation with respect to the foregoing unless and until the lessor secures the necessary permits for the erection and operation of such station as hereinafter provided.

(16)—**Permits.** Lessor covenants and agrees to make application for and to secure at his own expense the necessary permits for the erection and operation of the service station to be erected on the demised premises. In the event lessor fails or is unable to obtain the necessary permits then lessee shall have the right to make application for and to secure such permits in the place of the lessor or in his name, and the lessor agrees to furnish lessee with all necessary authority and to cooperate with lessee in securing said permits. In the event lessor fails or is unable to secure the necessary permits by .....19....., then lessee shall have the right to forthwith terminate this lease in which event the same shall become null and void and of no effect.

(17)—**Holdover.** If, at the expiration or termination of this lease or any extension thereof, lessee should hold over for any reason, the tenancy of lessee thereafter shall be from month to month only and be subject to all other terms and conditions of this lease, in the absence of a written agreement to the contrary.

(18)—**Assignment and Sub-letting.** Lessor consents that lessee may assign or sub-let the premises, or any part thereof, provided that lessee shall remain liable to lessor for the performance of all of the terms hereof.

(19)—**Notice.** Notices from lessee to lessor shall be sufficient if delivered to lessor, or if by telegram, or if placed in the United States mails addressed to the lessor at the address shown in this lease. Notices from lessor to lessee shall be sufficient if posted in the United States mails, postage prepaid, addressed to the lessee's place of business as shown in this lease.

(20)—**Change in Ownership.** No change in ownership, assignment of this lease, or assignment of rentals hereunder shall be binding upon lessee unless and until the date lessor furnishes to lessee either the original instrument evidencing such transfer or assignment, or a true copy thereof.

(21)—**Successors and Assigns.** This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(22)—**Entirety of Agreement.** No prior stipulation, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this lease.

(23)—**Approval and Signing by Lessee.** This agreement, whatever the circumstances, shall not be binding on the lessee unless and until approved and signed in its behalf by an Executive Officer, or any of the following employees of the Domestic Sales Department: General Manager, Assistant General Manager, Manager Dealer Sales, Assistant to Management, Manager Real Estate Division, Territorial Manager, Assistant Territorial Manager or Division Manager.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

.....(Seal)

.....(Seal)

Witness:..... .....(Seal)

Witness:..... .....(Seal)
(Lessor)

THE TEXAS COMPANY (Lessee)

Attest:..... By .....

Approved as to: Terms ..... Description ..... Form .....

(For Acknowledgments see reverse side)

JAX 103

Commission's Exhibit 103A

Com. 103-A

Form [illegible]

LEASE

Agreement dated the _____ day of _____, 19___, by and between

_____

_____

(lessor) and THE TEXAS COMPANY, a Delaware corporation, having a place of business at _____

_____ (lessee).

(1)—Premises Leased. Lessor hereby hereby leases a tract of land, with the improvements thereon, in the City of _____, County of _____, State of _____, described as follows:

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 103-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 17 1956 WITNESS [illegible]
ACME REPORTING CO., Official Reporter
By [illegible]

Together with all appurtenances thereto and all right, title and interest of lessor in and to any and all roads, streets and ways bounding the said premises.

(2)—Term. TO HAVE AND TO HOLD for the term of _____ years, from and after the _____ day of _____, Nineteen Hundred _____ (_____, 19___).

(3)—Rental. Lessee agrees to pay the following rent for said premises:—

Provided, however, that no rental shall accrue or become due until such time as a suitable service station, according to lessee's plans and specifications, shall have been (a) constructed upon the demised premises by the lessor as hereinafter provided, and (b) completed, equipped and delivered to lessee for the transaction of lessee's business.

Lessee agrees that rental shall be payable in monthly installments and that if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Division Manager of the lessor, at its principal place of business as shown in this lease, lessor shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

Lessee, at its option, may apply at any time such rental or any [illegible] hereof to the payment of any indebtedness due or to become due from lessor to lessee. Such application shall [illegible] payment of such rental.

7328

JAX 164

Commission's Exhibit 1032

(4) Maintenance. (a) During the term of this lease, lessee shall at lessee's expense make either repairs and replacements [illegible] to said premises and improvements thereon [illegible] at any one time, lessee agrees to pay the cost and expenses incurred in making such painting necessary.

(b) Lessee [illegible] shall make [illegible] lessee's [illegible] lessee [illegible]

(c) [illegible] shall make [illegible] lessee [illegible] lessee [illegible]

(d) [illegible] thirty [illegible] of this lease or within [illegible] or [illegible]

(e) [illegible] lessee [illegible]

(f) [illegible] lessee [illegible]

(g) [illegible] lessee [illegible] of the [illegible] of [illegible]

(h) [illegible]

(i) Fuel [illegible] lessee [illegible] proposed by a registered [illegible]

(j) [illegible] station [illegible] lessee [illegible]

Item	Image
Foundations	
Ground Accessories	
Building	
Building Inside	
Moving Walk	
Oval Rack	
Tubes	
Service Station Sign	
Gasoline Tank, Pumps, Approaches and	Driveways

(e) Lessee will furnish and retain title to and lessor will furnish

Island Light Poles and Lights
Island Tanks
Tank Light Standards
Pipe Connections
Gasoline Pump
Office, Underground Tanks
Office Lubricating Racks
Air and Water Stands
Automatic Lift-Up
Air Compressor Capacity
Washing Machine
6 x 10 x 8 Lockers
Inside Sign Poles, Sign and Floodlights
Power Lubricating Rack
Waste Oil Tanks

(d) Lessee will furnish, install and retain title to Lockers, Stove and Hoods.

In event of lessor's failure to construct or compete service station as herein provided within _____ days after the delivery by lessee to lessor of this lease, duly approved and signed, and plans and specifications as above provided, the lessee may, at its election, either terminate the lease on thirty days' notice to lessor or construct or complete said service station at the expense of the lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for principal expenditure together with interest at six per cent.

Lessor may enter upon the demised premises for the purpose of performing the obligations herein provided, and shall procure, either in lessor's or lessee's name, any and all permits required under existing laws for the construction and/or operation of service station on the demised premises and, upon demand of lessee, shall assign and transfer said permits to lessee in proper form, meeting all requirements of law.

FTC 1032

8-8-61

FEDERAL TRADE COMMISSION

JAX 165

Commission's Exhibit 103C

DOCKET NO. 6485 EXHIBIT NO. 103-C

(10)—Option to Purchase. Lessor hereby grants to lessee the exclusive option, at lessee's option, to purchase the demised premises, together with all structures, improvements, and equipment thereon, free and clear of all liens and encumbrances, including leases, (which were not on the premises at the date of this lease) at any time during the term of this lease or any extension or renewal thereof,

(a) for the sum of _____ dollars; it being understood that if any part of said premises be condemned, the amount of damages awarded to or accepted by lessee as a result thereof shall be deducted from such price,

(b) on the same terms and at the same price as any bona fide offer for said premises received by lessee and which offer lessee desires to accept. Upon receipt of a bona fide offer, and each time any such offer is received, lessee (or his assigns) shall immediately notify lessee, in writing, of the full details of such offer, including the name and address of any offeror, whereupon lessee shall have thirty (30) days after receipt of such notice in which to elect to exercise lessee's prior right to purchase. No sale of or transfer of title to said premises shall be binding on lessee unless and until these requirements are fully complied with.

Any option herein granted shall be continuing and pre-emptive, binding on the lessor's heirs, devisees, administrators, executors, or assigns, and the failure of lessee to exercise same in any one case shall not affect lessee's right to exercise such option in other cases thereafter arising during the term of this lease or any extension or renewal thereof.

Upon receipt of lessee's notice of election to exercise any option granted herein, which notice shall be given in accordance with the Notice Clause of this lease, lessor shall immediately deliver to lessee, at lessee's expense, a complete Abstract of Title or other evidence of title satisfactory to lessee, and shall also furnish, at lessee's expense, an up-to-date survey by a licensed or registered professional engineer or surveyor showing elevation of property and corners marked with concrete monuments, upon receipt of which the lessee shall have a reasonable time in which to examine title and upon completion of such examination if title is found satisfactory, shall tender the purchase price to lessor, and lessor shall thereupon deliver to lessee a good and sufficient Warranty Deed conveying the premises to lessee free and clear of all encumbrances (including without limiting the foregoing the rights of lessee and/or assigns). All rentals and taxes shall be prorated between grantor and grantee to the date of delivery of the aforesaid deed.

Lessee's notice of election to purchase pursuant to either of the options granted in this clause shall be sufficient if deposited in the mail addressed to lessor or if sent by telegraph at or before midnight of the day on which option period expires.

(11)—Application of Option Purchase Price. In event accruing rentals are insufficient to reimburse lessee for expenditures made by lessee as authorized hereunder, and in event lessee exercises the option to purchase the demised premises, lessee may apply such part of the purchase price of it is necessary to (a) completely reimburse itself for such expenditures and (b) pay any other indebtedness of lessor to lessee, together with interest at six per cent.

(12)—Option to Extend Term. (a) The lessor hereby grants to lessee the right and option to extend this lease for _____

Lessee shall notify lessor by writing of its election to extend this lease sixty (60) days prior to the date of the expiration of the term of this lease and notice thereof shall be deemed sufficient if given in the manner hereinafter provided.

(b) If at any time during the term of this lease or any extension or renewal thereof, lessor shall receive a bona fide offer to lease the demised premises for a term to begin subsequent to the present demised term or any extension or renewal thereof, and lessor desires to accept such offer, lessor shall immediately submit to lessee a written copy of such offer with a full disclosure of all terms and provisions thereof and lessee shall have thirty (30) days after receipt thereof in which to elect to lease said premises upon the same terms and provisions contained in such offer.

(c) In the event lessee is granted an option to extend under the provisions of paragraph (12)(a), it is agreed that if lessee does not in any instance elect to lease said premises in accordance with the provisions of paragraph (12)(b), such failure shall in no way affect lessee's right and option to extend this lease as provided in paragraph (12)(a).

(13)—Holdover. If, at the expiration or termination of this lease or any extension thereof, lessee shall hold over for any reason, the tenancy of lessee thereafter shall be from month to month only and be subject to all other terms and conditions of this lease, in the absence of a written agreement to the contrary.

(14)—Assignment and Sub-letting. Lessee covenants that lessee may assign or sub-let the premises, provided that lessee shall remain liable to lessor for the performance of all the terms hereof.

(15)—Notice. Notices from lessee to lessor shall be sufficient if delivered to lessor, or if sent by telegraph, or if placed in the United States mails addressed to the lessor at the address shown in this lease. Notices from lessor to lessee shall be sufficient if posted in the United States mails, postage prepaid, addressed to the lessee's principal place of business as shown in this lease.

(16)—Change in Ownership. No change in ownership, assignment of this lease, or assignment of rentals hereunder shall be binding upon lessee unless and until lessee has been furnished either the original instrument evidencing such transfer, or assignment, or a true copy thereof.

(17)—Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or assigns.

(18)—Entirety of Agreement. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this lease.

(19)—Approval and Signing by Lessee. This agreement, whatever the circumstances, shall not be binding on the lessee unless and until approved and signed in its behalf by an Executive Officer, or any of the following employees of the Domestic Sales Department: General Manager, Assistant General Manager, Manager Leasing Sales, Assistant to Manager, Manager Sales Service Division, Territorial Manager, or Division Manager.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

_____ (Seal)

_____ (Seal)

Witness: _____ _____ (Seal)

Witness: _____ _____ (Seal)

(Lessor)

THE TEXAS COMPANY (Lessee)

Attest: _____ By _____

7330

Approved as to: Terms _____ Description _____ Form _____

(For Acknowledgments see reverse side)

Commission's Exhibit 104

(7332)

March 7, 1940.

Mr. H. W. Dodge,
The Texas Company,
135 East 42nd Street,
New York, N. Y.

Dear Mr. Dodge:

In consideration of the assistance and cooperation to be given The B. F. Goodrich Company by your sales organization in promoting the sale of Goodrich products, The B. F. Goodrich Company will pay The Texas Company, effective as of March 1st, 1940, a sales commission of five (5) per cent on all net purchases of Goodrich tires, tubes, batteries and auto supplies sold by Goodrich to the following classification of accounts:

(1) All Texaco Dealers operating locations owned in fee by The Texas Company (except where such locations are leased to Goodrich and operated by it as one of its stores).

(2) All Texaco Dealers operating locations leased to The Texas Company (except where such locations are subleased to Goodrich and operated by it as one of its stores).

(3) All Texaco Consignees.

(4) All Texaco Distributors.

The term "net purchases" is defined as total billings at net invoiced price, less all returned goods, and other allowances, discounts and credits except volume bonus and cash discount.

In addition, The B. F. Goodrich Company will pay to The Texas Company a commission of five (5) percent on all sales (i.e. made at any outlet selling Texaco products) of the aforesaid merchandise (except-

(JAX 166 *continued on next page*)

ing auto supplies) made through the use of Texaco credit cards, such commission to be figured against the net amount of the charge accepted by The Texas Company.

This agreement will continue in force until terminated by either party on one hundred and twenty (120) days' written notice to the other.

Yours very truly,

THE B. F. GOODRICH COMPANY

By .....

Vice President

ACCEPTED:

THE TEXAS COMPANY

.....

JAX 167

Commission's Exhibit 105

105

THE B.F. GOODRICH COMPANY
AKRON, OHIO

June 21, 1960

Mr. H. W. Hedge, Vice President
The Texas Company
135 East 42nd Street
New York City

Dear Mr. Hedge:

This will confirm our understanding that the agreement between us, dated March 7, 1940, in respect to the sales commission payable by Goodrich to you on our sales of tires, tubes, batteries and auto supplies to Texaco Dealers, Consignees and Distributors, is amended so as to include our sales of such products to transport haulers, other than consignees and distributors, with whom you have contracts for the transportation of your products from one point to another on the basis of an agreed haulage rate.

It is understood, of course, that our tires and tubes will be sold by us direct to such haulers and that credit given the haulers will be on our own responsibility and that we will account to you monthly for the regular commission rate of 5% on all such sales.

Please indicate your acceptance of the foregoing below and return the original to the undersigned, retaining the duplicate copy for your files.

Very truly yours,

THE B. F. GOODRICH COMPANY

By_____
Vice President

ACCEPTED:

THE TEXAS COMPANY

By:_____

L

JAX 168

Commission's Exhibit 106

The B.F. Goodrich Company

MANUFACTURERS OF QUALITY RUBBER PRODUCTS SINCE 1870

OVER 11,000 PRODUCTS

Akron, Ohio, U.S.A.
July 22, 1961

Mr. H. A. Wright
The Texas Company
135 East 42nd Street
New York, New York

Dear Mr. Wright:

This is to confirm arrangements for sales commissions on M. D. merchandise sold to Texas outlets as specified in our agreement and The Texas Company's buying price on this merchandise for salaried stations and consumption.

Effective August 1, 1961, our sales commissions on M. D. merchandise will be 5% on sales at Dealer and Distributor Prices and 2½% on sales at Jobber Prices.

On purchases by your company for company operated stations and consumption, we shall bill M. D. merchandise at Distributor Prices, waiving the $250 initial order and $1,000 Minimum Volume requirement. The 5% Warehouse Allowance and Annual Bonus for Volume will be passed as earned.

The sales commission revenue received by your company should be considerably improved under this arrangement since our M. D. Program will bring increased sales through expansion of the lines of merchandise available.

Very truly yours,

THE B. F. GOODRICH COMPANY

Merchandise Manager
Goodrich Tire Division

J A Reben
G G

ANNUAL RECORD OF TBA PURCHASES AND COMMISSIONS FROM GOODRICH

BY DIVISIONS AND TERRITORIES
(DOLLARS)

1952		1953		1954		1955		To June 30, 1956	
Purchases	Commission	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.
ATLANTA DIVISION									
890,232	79,651	933,605	81,529	1,103,647	97,971	1,398,950	126,384	803,479	72,175
DALLAS DIVISION									
822,122	64,232	830,782	65,956	921,212	72,889	1,040,498	82,077	488,971	39,997
HOUSTON DIVISION									
1,178,841	97,472	1,180,421	104,678	1,257,399	106,567	1,576,068	135,763	792,196	69,109
NEW ORLEANS DIVISION									
1,100,861	96,480	1,177,022	105,162	1,273,861	114,192	1,401,590	124,318	741,388	65,360
SOUTHERN TERRITORY									
3,992,[illegible]	337,[illegible]	4,121,830	357,325	4,556,119	391,619	5,417,106	468,542	2,832,429	246,641

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 114-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 17 1955 WITNESS
ACE REPORTING CO., Official Reporter
By MONICK

JAN 1[illegible]
Commission's Exhibit 114A

7506

ANNUAL RECORD OF TBA PURCHASES AND COMMISSIONS FROM GOODRICH

BY DIVISIONS AND TERRITORIES
(DOLLARS)

1952		1953		1954		1955		To June 30, 1956	
Purchases	Commission	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.
BOSTON DIVISION									
342,453	31,253	414,470	41,614	515,327	46,392	646,032	60,235	314,269	26,634
BUFFALO DIVISION									
388,743	36,327	465,152	43,054	575,800	52,068	765,104	70,576	388,955	35,796
NEW YORK DIVISION									
1,516,295	138,725	1,746,329	160,218	1,703,537	159,446	1,998,899	188,003	987,943	93,285
NORFOLK DIVISION									
764,948	66,741	905,447	79,657	950,788	84,491	1,101,539	98,473	509,086	45,270
NORTHERN TERRITORY									
3,012,439	273,046	3,531,398	324,453	3,745,452	342,397	4,511,574	417,287	2,200,253	200,985

ANNUAL RECORD OF TBA PURCHASES AND COMMISSIONS FROM GOODRICH

BY DIVISIONS AND TERRITORIES
(DOLLARS)

1952		1953		1954		1955		To June 30, 1956	
Purchases	Commission	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.
CHICAGO DIVISION									
1,461,970	127,618	1,664,850	145,625	1,701,289	156,283	2,385,318	215,738	1,094,823	99,356
DENVER DIVISION									
564,811	47,212	538,553	45,971	517,140	44,928	567,165	48,826	268,125	22,233
MINNEAPOLIS DIVISION									
721,124	50,688	755,928	53,450	755,087	50,713	856,276	65,742	383,622	28,920
INDIANAPOLIS DIVISION									
634,796	54,710	769,448	66,873	702,560	58,745	600,736	54,494	380,602	34,939
CENTRAL TERRITORY									
3,382,701	280,228	3,728,579	311,919	3,676,076	310,689	4,409,495	384,800	2,128,172	185,448

JAX 171
Commission's Exhibit 114C

Item 8.

FEDERAL TRADE COMMISSION
EXHIBIT NO. 6485 COMMISSION EXHIBIT NO.

JAX 172
Commission's Exhibit 114D

ANNUAL RECORD OF TBA PURCHASES AND COMMISSIONS FROM GOODRICH

BY DIVISIONS AND TERRITORIES
(DOLLARS)

1952		1953		1954		1955		To June 30, 1956	
Purchases	Commissions	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.
SUTTER DIVISION									
237,543	18,[illegible]	206,805	16,806	185,627	12,561	219,184	16,614	138,462	11,125
LOS ANGELES DIVISION									
1,891,776	162,829	2,065,761	182,617	2,326,348	214,117	2,774,794	255,228	1,515,758	136,880
SEATTLE DIVISION									
229,768	17,747	290,862	20,874	363,722	30,309	602,091	53,919	293,354	26,302
PACIFIC COAST TERRITORY									
2,359,087	189,474	2,543,528	221,297	2,845,697	256,978	3,596,069	325,761	1,948,794	174,087
SUMMARY OF ALL DIVISION									
12,746,283	1,090,583	13,925,335	1,215,084	14,823,344	1,301,663	17,934,244	1,596,300	8,189,648	807,161

C-21

Com. 115-A

ANNUAL RECORD OF TBA PURCHASES AND COMMISSIONS FROM FIRESTONE

BY DIVISIONS AND TERRITORIES
(DOLLARS)

1952		1953		1954		1955		To June 30th, 1956	
Purchases	Commission	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.
				BOSTON DIVISION					
1,983,364	188,772	2,182,965	207,306	2,204,160	191,313	2,480,276	236,636	1,300,641	114,561
				BUFFALO DIVISION					
1,042,904	89,905	1,236,488	106,286	1,302,590	111,612	1,418,583	124,411	617,687	57,087
				NEW YORK DIVISION					
1,951,817	189,863	2,112,333	207,065	2,120,703	206,016	2,371,138	232,050	1,192,234	118,798
				NORFOLK DIVISION					
3,277,382	272,376	3,272,162	300,646	2,904,118	268,770	2,530,765	237,727	1,525,469	134,761
				NORTHERN TERRITORY					
8,256,177	740,994	8,703,946	796,257	8,546,573	767,619	8,800,718	806,126	4,636,031	425,207

FEDERAL TRADE COMMISSION
DOCKET NO. 5000 OFFICIAL EXHIBIT NO. 115A
IN THE MATTER OF Goodrich
DATE 7/25/57 WITNESS Glenn
ACE REPORTING CO., Official Reporters
By [illegible]

JAX 173
Commission's Exhibit 115A

7600

115-B-

ANNUAL RECORD OF TBA PURCHASES AND COMMISSIONS FROM FIRESTONE

BY DIVISIONS AND TERRITORIES
(DOLLARS)

1952		1953		1954		1955		To June 30th, 1956	
Purchases	Commission	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.
				ATLANTA DIVISION					
2,707,603	227,305	2,606,989	217,883	2,561,160	221,006	2,765,309	242,361	1,458,654	126,739
				DALLAS DIVISION					
2,391,549	196,383	2,270,358	193,736	2,209,472	187,000	2,668,901	235,618	1,272,726	113,143
				HOUSTON DIVISION					
1,911,131	172,059	2,100,764	192,109	2,065,615	189,937	2,086,068	190,961	848,118	78,363
				NEW ORLEANS DIVISION					
2,017,405	162,116	2,172,582	175,780	2,004,892	163,596	2,319,656	187,588	1,196,918	98,195
				SOUTHERN TERRITORY					
9,027,693	758,454	9,151,693	779,508	8,841,139	762,531	9,838,237	856,468	4,735,511	417,040

JAX 174
Commission's Exhibit 1158

7601

FEDERAL TRADE COMMISSION
DOCKET NO. 6185 ITEM NO. 1158

115-c

ANNUAL RECORD OF TBA PURCHASES AND COMMISSIONS FROM FIRE ONE

BY DIVISIONS AND TERRITORIES
(DOLLARS)

1952		1953		1954		1955		To June 30th, 1956	
Purchases	Commission	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.
				CHICAGO DIVISION					
1,693,795	147,982	1,914,665	168,734	1,820,630	160,302	2,318,740	209,995	1,002,284	92,777
				DENVER DIVISION					
2,129,538	183,533	2,290,847	196,326	2,260,786	198,173	2,647,168	236,570	1,194,446	110,502
				MINNEAPOLIS DIVISION					
1,970,927	157,810	2,218,279	181,429	2,363,645	191,411	2,728,082	233,328	1,158,481	100,906
				INDIANAPOLIS DIVISION					
2,343,219	205,671	2,501,601	221,433	2,315,281	185,177	2,589,807	236,009	1,359,362	126,300
				CENTRAL TERRITORY					
8,137,479	694,996	8,925,392	767,022	8,760,342	735,153	10,283,797	916,102	4,714,673	430,485

7602

FEDERAL TRADE COMMISSION
DOCKET NO. 6488 COMMISSION EXHIBIT NO. 115C

JAX 175
Commission's Exhibit 115C

760 - 175

1150

ANNUAL RECORD OF TEA PURCHASES AND COMMISSIONS FROM FIRST ONE

BY DIVISIONS AND TERRITORIES
(DOLLARS)

1952		1953		1954		1955		To June 30th, 1956	
Purchases	Commission	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.	Pur.	Comm.
BUTTE DIVISION									
1,177,567	88,291	1,275,039	100,558	1,271,234	104,182	1,738,699	152,157	677,581	60,302
LOS ANGELES DIVISION									
1,392,672	137,372	1,399,182	129,267	1,595,129	154,347	2,034,662	195,438	1,209,009	112,317
SEATTLE DIVISION									
1,598,143	147,884	1,459,382	137,464	1,729,945	164,173	1,836,067	175,373	885,251	85,048
PACIFIC COAST TERRITORY									
4,168,382	362,547	4,133,603	367,289	4,596,358	422,702	5,609,428	522,968	2,771,841	257,667
SUMMARY ALL DIVISIONS									
29,589,781	2,557,991	30,999,634	2,704,976	30,744,417	2,678,005	35,862,172	3,197,654	16,918,356	1,530,909

7603

JAX 176
Commission's Exhibit 1150

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 1150

TOTAL TTGO. DEALERS, CONSIGNEES & DISTRIBUTORS BY DIVISIONS AND NUMBER PURCHASING GOODRICH TBA

TTGO. DEALERS					CONSIGNEES					DISTRIBUTORS				
	Number Purchasing Goodrich					Number Purchasing Goodrich					Number Purchasing Goodrich			
& ers	Tires & Tubes	Batteries & Auto Supplies	Batteries	Accessories & Other Misc.	Total Number	Tires & Tubes	Batteries & Auto Supplies	Batteries	Accessories & Other Misc.	Total Number	Tires & Tubes	Batteries & Auto Supplies	Batteries	Accessories & Other Misc.
A	86	57	(Not Separated)		12	3	3	(Not Separated)		30	3	2	(Not Separated)	
A	123	81	"	"	12	3	3	"	"	28	4	3	"	"
980	154	86	"	"	12	3	3	"	"	26	5	5	"	"
990	210	-	76	33	13	2	-	2	1	29	4	-	3	2
A	300	-	57	29	NA	3	-	1	3	NA	4	-	2	3
A	72	35	(Not Separated)		9	0	0	(Not Separated)		21	6	6	(Not Separated)	
A	203	117	"	"	9	1	1	"	"	22	6	5	"	"
481	248	155	"	"	8	1	1	"	"	21	7	4	"	"
433	240	-	101	47	8	1	-	1	0	20	7	-	4	4
A	267	-	61	44	NA	0	-	0	0	NA	6	-	2	4
A	401	311	(Not Separated)		14	6	7	(Not Separated)		31	16	15	(Not Separated)	
A	466	364	"	"	10	4	4	"	"	30	15	15	"	"
928	478	347	"	"	8	3	3	"	"	29	13	13	"	"
961	775	-	318	496	10	3	-	3	3	29	16	-	8	10
A	775	-	318	496	NA	3	-	3	3	NA	16	-	8	10
A	187	109	(Not Separated)		91	28	16	(Not Separated)		36	9	8	(Not Separated)	
A	267	169	"	"	88	24	18	"	"	35	9	7	"	"
454	278	171	"	"	89	25	20	"	"	36	10	9	"	"
493	322	-	55	147	90	18	-	16	12	36	13	-	6	3
A	236	-	52	117	NA	22	-	9	6	NA	6	-	2	3
A	444	273	(Not Separated)		34	16	13	(Not Separated)		121	32	25	(Not Separated)	
A	536	388	"	"	27	14	13	"	"	117	29	24	"	"
014	542	425	"	"	28	13	10	"	"	123	23	14	"	"
176	395	-	266	256	47	12	-	9	9	123	21	-	14	11
A	410	-	185	236	NA	11	-	1	6	NA	19	-	4	8
A	64	49	(Not Separated)		106	27	25	(Not Separated)		59	4	4	(Not Separated)	
A	65	50	"	"	99	22	18	"	"	59	4	4	"	"
344	77	58	"	"	98	21	19	"	"	70	7	6	"	"
433	50	-	24	47	99	22	-	12	14	73	6	-	2	3
A	66	-	17	56	NA	21	-	9	8	NA	9	-	4	5
A	63	19	(Not Separated)		76	10	9	(Not Separated)		194	29	21	(Not Separated)	
A	81	30	"	"	74	10	6	"	"	189	31	22	"	"
383	101	51	"	"	75	10	9	"	"	203	38	26	"	"
467	89	-	30	36	75	8	-	3	2	213	36	-	18	15
A	116	-	19	52	NA	11	-	6	5	NA	43	-	12	10
A	103	63	(Not Separated)		74	8	7	(Not Separated)		38	7	7	(Not Separated)	
A	117	76	"	"	72	12	6	"	"	35	7	6	"	"
180	133	85	"	"	71	9	5	"	"	37	8	7	"	"
330	123	-	44	71	65	5	-	1	3	38	7	-	5	3
A	149	-	51	70	NA	6	-	1	2	NA	6	-	2	3
A	135	115	(Not Separated)		139	42	32	(Not Separated)		17	2	1	(Not Separated)	
A	150	111	"	"	132	41	27	"	"	15	3	2	"	"
881	197	167	"	"	129	41	32	"	"	17	4	2	"	"
924	162	-	79	110	129	33	-	11	21	21	5	-	2	1
A	234	-	103	123	NA	41	-	17	23	NA	4	-	2	1
A	109	133	(Not Separated)		187	52	46	(Not Separated)		13	2	2	(Not Separated)	
A	112	127	"	"	185	49	47	"	"	13	2	2	"	"
047	117	130	"	"	185	49	49	"	"	15	2	2	"	"
931	103	-	37	84	189	53	-	21	38	14	3	-	2	3
A	125	-	49	77	NA	55	-	20	32	NA	4	-	1	3
A	191	162	(Not Separated)		147	47	40	(Not Separated)		12	4	4	(Not Separated)	
A	235	205	"	"	142	38	46	"	"	12	3	4	"	"
863	260	222	"	"	141	46	42	"	"	13	3	1	"	"
022	231	-	159	164	144	49	-	31	26	13	4	-	3	2
A	270	-	197	185	NA	42	-	21	27	NA	3	-	1	2
A	112	80	(Not Separated)		107	22	17	(Not Separated)		25	4	3	(Not Separated)	
A	127	95	"	"	106	26	17	"	"	26	3	1	"	"
222	166	116	"	"	108	30	22	"	"	28	5	2	"	"
121	245	-	150	127	109	28	-	17	13	24	3	-	2	0
A	184	-	60	79	NA	25	-	11	12	NA	3	-	1	2
A	24	16	(Not Separated)		63	13	10	(Not Separated)		55	5	3	(Not Separated)	
A	23	16	"	"	63	12	9	"	"	57	6	3	"	"
626	24	9	"	"	62	11	8	"	"	61	5	5	"	"
664	33	-	8	13	62	7	-	6	6	61	3	-	1	2
A	39	-	12	39	NA	9	-	4	3	NA	7	-	3	3
A	485	431	(Not Separated)		73	46	37	(Not Separated)		8	3	3	(Not Separated)	
A	459	441	"	"	69	43	37	"	"	10	3	3	"	"
266	459	470	"	"	69	44	36	"	"	9	1	2	"	"
344	365	-	229	344	69	39	-	28	24	9	3	-	1	1
A	561	-	330	586	NA	35	-	14	26	NA	1	-	1	1
A	40	27	(Not Separated)		40	13	13	(Not Separated)		4	0	0	(Not Separated)	
A	38	34	"	"	40	17	17	"	"	4	0	0	"	"
858	77	67	"	"	41	20	20	"	"	9	2	2	"	"
883	224	-	178	207	41	16	-	8	10	8	2	-	1	1
A	242	-	148	230	NA	16	-	6	12	NA	1	-	1	1
564	2,516	1,880	(Not Separated)		1,172	333	275	(Not Separated)		664	126	104	(Not Separated)	
983	3,002	2,304	"	"	1,128	316	269	"	"	652	125	101	"	"
527	3,311	2,559	"	"	1,124	326	279	"	"	697	133	100	"	"
172	3,567	-	1,754	2,182	1,250	296	-	169	182	711	133	-	72	61
	3,974	-	1,659	2,419	NA	300	-	123	168	NA	132	-	46	59

Memo: All figures taken from December reports except Year 1956 taken from June reports.

JAX 177
Commission's Exhibit 110

TOTAL TTCO. DEALERS, CONSIGNEES & DISTRIBUTORS BY DIVISIONS AND NUMBER PURCHASING GOODRICH TBA

	TT CO. DEALERS						CONSIGNEES						DISTR		
			Number Purchasing Goodrich					Number Purchasing Goodrich						Number P	
	Total TTCo. Dealers	"C" & "D" Dealers	Tires & Tubes	Batteries & Auto Supplies	Batteries	Accessories & Other Misc.	Total Number	Tires & Tubes	Batteries & Auto Supplies	Batteries	Accessories & Other Misc.	Total Number	Tires & Tubes	Batte & A Supp
BOSTON														
1952	NA	NA	86	57	(Not Separated)		12	3	3	(Not Separated)		30	3	
1953	NA	NA	123	81	" "		12	3	3	" "		28	4	
1954	2,318	1,980	154	86	" "		12	3	3	" "		26	5	
1955	2,278	1,990	210	-	76	33	13	2	-	2	1	29	4	
1956	NA	NA	300	-	57	29	NA	3	-	1	3	NA	4	
BUFFALO														
1952	NA	NA	72	35	(Not Separated)		9	0	0	(Not Separated)		21	6	
1953	NA	NA	203	117	" "		9	1	1	" "		22	6	
1954	2,049	1,481	248	155	" "		8	1	1	" "		21	7	
1955	2,025	1,433	240	-	101	47	8	1	-	1	0	20	7	
1956	NA	NA	267	-	61	44	NA	0	-	0	0	NA	6	
NEW YORK														
1952	NA	NA	401	311	(Not Separated)		14	6	7	(Not Separated)		31	16	
1953	NA	NA	466	364	" "		10	4	4	" "		30	15	
1954	3,915	2,928	478	347	" "		8	3	3	" "		29	13	
1955	3,938	2,961	775	-	318	496	10	3	-	3	3	29	16	
1956	NA	NA	775	-	318	496	NA	3	-	3	3	NA	16	
NORFOLK														
1952	NA	NA	187	109	(Not Separated)		91	28	16	(Not Separated)		36	9	
1953	NA	NA	267	169	" "		88	24	18	" "		35	9	
1954	5,350	3,454	278	171	" "		89	25	20	" "		36	10	
1955	5,510	3,493	322	-	55	147	90	18	-	16	12	36	13	
1956	NA	NA	236	-	52	117	NA	22	-	9	6	NA	6	
CHICAGO														
1952	NA	NA	444	273	(Not Separated)		34	16	13	(Not Separated)		121	32	
1953	NA	NA	536	388	" "		27	14	13	" "		117	29	
1954	3,018	2,014	542	425	" "		28	13	10	" "		123	23	
1955	3,169	2,176	395	-	266	256	47	12	-	9	9	123	21	
1956	NA	NA	410	-	185	236	NA	11	-	1	6	NA	19	
DENVER														
1952	NA	NA	64	49	(Not Separated)		106	27	25	(Not Separated)		59	4	
1953	NA	NA	65	50	" "		99	22	18	" "		59	4	
1954	1,437	1,344	77	58	" "		98	21	19	" "		70	7	
1955	1,473	1,433	50	-	24	47	99	22	-	12	14	73	6	
1956	NA	NA	66	-	17	56	NA	21	-	9	8	NA	9	
MINNEAPOLIS														
1952	NA	NA	63	19	(Not Separated)		76	10	9	(Not Separated)		194	29	
1953	NA	NA	81	30	" "		74	10	6	" "		189	31	
1954	2,584	1,383	101	51	" "		75	10	9	" "		203	38	
1955	2,678	1,467	89	-	30	36	75	8	-	3	2	213	36	
1956	NA	NA	116	-	19	52	NA	11	-	6	5	NA	43	
INDIANAPOLIS														
1952	NA	NA	103	63	(Not Separated)		74	8	7	(Not Separated)		38	7	
1953	NA	NA	117	76	" "		72	12	6	" "		35	7	
1954	2,934	2,180	133	85	" "		71	9	5	" "		37	8	
1955	2,835	2,330	123	-	44	71	65	5	-	1	3	38	7	
1956	NA	NA	149	-	51	70	NA	6	-	1	2	NA	6	
ATLANTA														
1952	NA	NA	135	115	(Not Separated)		139	42	32	(Not Separated)		17	2	
1953	NA	NA	150	111	" "		132	41	27	" "		15	3	
1954	3,314	2,881	197	167	" "		129	41	32	" "		17	4	
1955	3,330	2,924	162	-	79	110	129	33	-	11	21	21	5	
1956	NA	NA	234	-	103	123	NA	41	-	17	23	NA	4	
DALLAS														
1952	NA	NA	109	133	(Not Separated)		187	52	46	(Not Separated)		13	2	
1953	NA	NA	112	127	" "		185	49	47	" "		13	2	
1954	2,134	2,047	117	130	" "		185	49	49	" "		15	2	
1955	2,013	1,931	103	-	37	84	189	53	-	21	38	14	3	
1956	NA	NA	125	-	49	77	NA	55	-	20	32	NA	4	
HOUSTON														
1952	NA	NA	191	162	(Not Separated)		147	47	40	(Not Separated)		12	4	
1953	NA	NA	235	205	" "		142	38	46	" "		12	3	
1954	2,204	1,863	260	222	" "		141	46	42	" "		13	3	
1955	2,207	2,022	231	-	159	164	144	49	-	31	26	13	4	
1956	NA	NA	270	-	197	185	NA	42	-	21	27	NA	3	
NEW ORLEANS														
1952	NA	NA	112	80	(Not Separated)		107	22	17	(Not Separated)		25	4	
1953	NA	NA	127	95	" "		106	26	17	" "		26	3	
1954	2,502	2,222	166	116	" "		108	30	22	" "		28	5	
1955	2,540	2,121	245	-	150	127	109	28	-	17	13	24	3	
1956	NA	NA	184	-	60	79	NA	25	-	11	12	NA	3	
BUTTE														
1952	NA	NA	24	16	(Not Separated)		63	13	10	(Not Separated)		55	5	
1953	NA	NA	23	16	" "		63	12	9	" "		57	6	
1954	919	626	24	9	" "		62	11	8	" "		61	5	
1955	930	664	33	-	8	13	62	7	-	6	6	61	3	
1956	NA	NA	39	-	12	39	NA	9	-	4	3	NA	7	
LOS ANGELES														
1952	NA	NA	485	431	(Not Separated)		73	46	37	(Not Separated)		8	3	
1953	NA	NA	459	441	" "		69	43	37	" "		10	3	
1954	2,315	2,266	459	470	" "		69	44	36	" "		9	1	
1955	2,442	2,344	365	-	229	344	69	39	-	28	24	9	3	
1956	NA	NA	561	-	330	586	NA	35	-	14	26	NA	1	
SEATTLE														
1952	NA	NA	40	27	(Not Separated)		40	13	13	(Not Separated)		4	0	
1953	NA	NA	38	34	" "		40	17	17	" "		4	0	
1954	1,021	858	77	67	" "		41	20	20	" "		9	2	
1955	1,052	883	224	-	178	207	41	16	-	8	10	8	2	
1956	NA	NA	242	-	148	230	NA	16	-	6	12	NA	1	
SUMMARY - ALL DIVISIONS														
1952	39,045	29,566	2,516	1,880	(Not Separated)		1,172	333	275	(Not Separated)		664	126	1
1953	37,385	28,983	3,002	2,304	" "		1,128	316	269	" "		652	133	1
1954	38,014	29,527	3,311	2,559	" "		1,124	326	279	" "		697	133	1
1955	38,420	30,172	3,567	-	1,754	2,182	1,150	296	-	169	182	711	133	
1956	NA	NA	3,974	-	1,659	2,419	NA	300	-	123	168	NA	132	

NA - Not Available.

Memo: All figures taken from December reports except Year 1956 taken from June rep

TOTAL TTCO. DEALERS, CONSIGNEES & DISTRIBUTORS BY DIVISIONS
AND NUMBER PURCHASING FIRESTONE TBA

TTCO. DEALERS					CONSIGNEES					DISTRIBUTORS				
	Number Purchasing Firestone					Number Purchasing Firestone					Number Purchasing Firestone			
" & " lers	Tires & Tubes	Batteries & Auto Supplies	Batteries	Access-ories & Other Misc.	Total Number	Tires & Tubes	Batteries & Auto Supplies	Batteries	Access-ories & Other Misc.	Total Number	Tires & Tubes	Batteries & Auto Supplies	Batteries	Access-ories & Other Misc.
NA	718	536	(Not Separated)		12	4	2	(Not Separated)		30	8	7	(Not Separated)	
"	669	496	" "		12	3	3	" "		28	7	7	" "	
,980	693	508	" "		12	4	2	" "		26	3	3	" "	
,990	611	-	159	286	13	3	-	1	1	29	4	-	1	1
NA	680	-	130	324	NA	3	-	0	1	NA	5	-	1	2
NA	377	300	(Not Separated)		9	6	6	(Not Separated)		21	4	3	(Not Separated)	
"	359	279	" "		9	7	7	" "		22	4	3	" "	
,481	381	277	" "		8	5	4	" "		21	5	5	" "	
,433	292	-	129	190	8	4	-	3	3	20	6	-	3	3
NA	312	-	80	222	NA	3	-	3	3	NA	6	-	4	4
NA	693	491	(Not Separated)		14	4	3	(Not Separated)		31	1	2	(Not Separated)	
"	661	460	" "		10	4	5	" "		30	2	2	" "	
,928	785	540	" "		8	5	3	" "		29	2	2	" "	
,961	957	-	257	527	10	4	-	1	4	29	2	-	2	2
NA	957	-	257	527	NA	4	-	1	4	NA	2	-	2	2
NA	487	389	(Not Separated)		91	41	33	(Not Separated)		36	13	6	(Not Separated)	
"	499	388	" "		88	41	35	" "		35	13	6	" "	
,454	554	401	" "		89	44	32	" "		36	13	7	" "	
,493	539	-	128	363	90	36	-	14	28	36	11	-	3	6
NA	728	-	210	340	NA	40	-	9	23	NA	10	-	0	0
NA	386	300	(Not Separated)		34	2	2	(Not Separated)		121	31	22	(Not Separated)	
"	512	394	" "		27	3	1	" "		117	30	22	" "	
,014	509	331	" "		28	3	2	" "		123	30	18	" "	
,176	398	-	141	235	47	4	-	1	0	123	26	-	9	17
NA	397	-	113	235	NA	7	-	1	5	NA	25	-	12	14
NA	358	311	(Not Separated)		106	47	41	(Not Separated)		59	28	23	(Not Separated)	
"	347	293	" "		99	40	37	" "		59	25	24	" "	
,344	358	302	" "		98	39	37	" "		70	32	26	" "	
,433	335	-	194	257	99	38	-	21	28	73	22	-	14	12
NA	351	-	152	293	NA	35	-	15	21	NA	21	-	8	10
NA	419	346	(Not Separated)		76	20	11	(Not Separated)		194	60	37	(Not Separated)	
"	439	333	" "		74	18	15	" "		189	56	35	" "	
,383	435	331	" "		75	17	16	" "		203	57	35	" "	
,467	397	-	122	213	75	14	-	6	11	213	58	-	19	25
NA	327	-	123	170	NA	18	-	7	12	NA	62	-	17	26
NA	554	420	(Not Separated)		74	21	18	(Not Separated)		38	11	6	(Not Separated)	
"	523	388	" "		72	21	17	" "		35	9	6	" "	
,180	510	367	" "		71	21	16	" "		37	11	7	" "	
,330	453	-	195	144	65	17	-	4	7	38	9	-	4	5
NA	420	-	136	151	NA	13	-	1	8	NA	8	-	1	5
NA	435	356	(Not Separated)		139	48	36	(Not Separated)		17	8	4	(Not Separated)	
"	412	345	" "		132	46	29	" "		15	8	6	" "	
,881	454	341	" "		129	44	25	" "		17	10	5	" "	
,924	404	-	201	241	129	38	-	19	18	21	10	-	1	7
NA	435	-	225	267	NA	38	-	14	18	NA	19	-	3	13
NA	314	400	(Not Separated)		187	105	86	(Not Separated)		13	6	5	(Not Separated)	
"	392	468	" "		185	98	86	" "		13	6	5	" "	
,047	402	480	" "		185	94	82	" "		15	6	5	" "	
,931	316	-	159	211	189	54	-	52	24	14	4	-	1	1
NA	334	-	165	208	NA	71	-	26	35	NA	4	-	0	2
NA	290	219	(Not Separated)		147	40	29	(Not Separated)		12	2	2	(Not Separated)	
"	312	230	" "		142	31	33	" "		12	3	3	" "	
,863	325	227	" "		141	33	24	" "		13	3	3	" "	
,022	256	-	97	118	144	33	-	17	15	13	5	-	2	2
NA	273	-	119	127	NA	33	-	10	12	NA	3	-	1	2
NA	208	156	(Not Separated)		107	49	26	(Not Separated)		25	11	6	(Not Separated)	
"	219	154	" "		106	48	31	" "		26	8	4	" "	
,222	225	168	" "		108	48	26	" "		28	7	7	" "	
,121	412	-	231	279	109	47	-	20	25	24	9	-	2	3
NA	285	-	119	155	NA	49	-	15	20	NA	7	-	1	5
NA	108	91	(Not Separated)		63	41	34	(Not Separated)		55	30	22	(Not Separated)	
"	105	91	" "		63	39	34	" "		57	28	25	" "	
626	133	112	" "		62	40	32	" "		61	31	25	" "	
664	143	-	67	100	62	34	-	22	31	61	24	-	13	14
NA	146	-	59	116	NA	27	-	14	25	NA	25	-	8	15
NA	342	235	(Not Separated)		73	18	14	(Not Separated)		8	1	2	(Not Separated)	
"	424	332	" "		69	14	11	" "		10	1	1	" "	
,266	446	338	" "		69	18	13	" "		9	2	1	" "	
,344	461	-	199	337	69	17	-	6	6	9	4	-	0	2
NA	572	-	183	365	NA	11	-	8	10	NA	1	-	1	1
NA	337	321	(Not Separated)		40	23	23	(Not Separated)		4	2	2	(Not Separated)	
"	336	318	" "		40	16	16	" "		4	2	2	" "	
858	387	329	" "		41	14	14	" "		9	5	5	" "	
883	480	-	322	419	41	17	-	13	15	8	5	-	2	3
NA	455	-	268	419	NA	12	-	7	9	NA	2	-	1	2
566	6,026	4,871	(Not Separated)		1,172	469	364	(Not Separated)		664	216	149	(Not Separated)	
583	6,209	4,969	" "		1,128	429	360	" "		652	202	151	" "	
527	6,567	5,052	" "		1,124	429	328	" "		697	217	154	" "	
772	8,424	-	2,601	3,920	1,150	360	-	200	216	711	199	-	76	108
	6,672	-	2,339	3,919	NA	364	-	131	206	NA	200	-	60	103

Note: All figures taken from December reports except Year 1956 taken from June reports.

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JAX 178
Commission's Exhibit 117

TOTAL TTCO. DEALERS, CONSIGNEES & DISTRIBUTORS BY DIVISIONS AND NUMBER PURCHASING FIRESTONE TBA

	TTCO. DEALERS						CONSIGNEES						DISTR	
			Number Purchasing Firestone					Number Purchasing Firestone					Number	
	Total TTCo. Dealers	"C" & "D" Dealers	Tires & Tubes	Batteries & Auto Supplies	Batteries	Accessories & Other Misc.	Total Number	Tires & Tubes	Batteries & Auto Supplies	Batteries	Accessories & Other Misc.	Total Number	Tires & Tubes	Batt & Sup
BOSTON														
1952	NA	NA	718	536	(Not Separated)		12	4	2	(Not Separated)		30	8	
1953	"	"	669	496	" "		12	3	3	" "		28	7	
1954	2,318	1,980	693	508	" "		12	4	2	" "		26	3	
1955	2,278	1,990	611	-	159	286	13	3	-	1	1	29	4	
1956	NA	NA	680	-	130	324	NA	3	-	0	1	NA	5	
BUFFALO														
1952	NA	NA	377	300	(Not Separated)		9	6	6	(Not Separated)		21	4	
1953	"	"	359	279	" "		9	7	7	" "		22	4	
1954	2,049	1,481	381	277	" "		8	5	4	" "		21	5	
1955	2,025	1,433	292	-	129	190	8	4	-	3	3	20	6	
1956	NA	NA	312	-	80	222	NA	3	-	3	3	NA	6	
NEW YORK														
1952	NA	NA	693	491	(Not Separated)		14	4	3	(Not Separated)		31	1	
1953	"	"	661	460	" "		10	4	5	" "		30	2	
1954	3,915	2,928	785	540	" "		8	5	3	" "		29	2	
1955	3,938	2,961	957	-	257	527	10	4	-	1	4	29	2	
1956	NA	NA	957	-	257	527	NA	4	-	1	4	NA	2	
NORFOLK														
1952	NA	NA	487	389	(Not Separated)		91	41	33	(Not Separated)		36	13	
1953	"	"	499	388	" "		88	41	35	" "		35	13	
1954	5,350	3,454	554	401	" "		89	44	32	" "		36	13	
1955	5,510	3,493	539	-	128	363	90	36	-	14	28	36	11	
1956	NA	NA	728	-	210	340	NA	40	-	9	23	NA	10	
CHICAGO														
1952	NA	NA	386	300	(Not Separated)		34	2	2	(Not Separated)		121	33	
1953	"	"	512	394	" "		27	3	1	" "		117	30	
1954	3,018	2,014	509	331	" "		28	3	2	" "		123	30	
1955	3,169	2,176	398	-	141	235	47	4	-	1	0	123	26	
1956	NA	NA	397	-	113	235	NA	7	-	1	5	NA	25	
DENVER														
1952	NA	NA	358	311	(Not Separated)		106	47	41	(Not Separated)		59	28	
1953	"	"	347	293	" "		99	40	37	" "		59	25	
1954	1,437	1,344	358	302	" "		98	39	37	" "		70	32	
1955	1,473	1,433	335	-	194	257	99	38	-	21	28	73	22	
1956	NA	NA	351	-	152	293	NA	35	-	15	21	NA	21	
MINNEAPOLIS														
1952	NA	NA	419	346	(Not Separated)		76	20	11	(Not Separated)		194	60	
1953	"	"	439	333	" "		74	18	15	" "		189	56	
1954	2,584	1,383	435	331	" "		75	17	16	" "		203	57	
1955	2,678	1,467	397	-	122	213	75	14	-	6	11	213	58	
1956	NA	NA	327	-	123	170	NA	18	-	7	12	NA	62	
INDIANAPOLIS														
1952	NA	NA	554	420	(Not Separated)		74	21	18	(Not Separated)		38	11	
1953	"	"	823	388	" "		72	21	17	" "		35	9	
1954	2,934	2,180	510	367	" "		71	21	16	" "		37	11	
1955	2,835	2,330	453	-	195	144	65	17	-	4	7	38	9	
1956	NA	NA	420	-	136	151	NA	13	-	1	8	NA	8	
ATLANTA														
1952	NA	NA	435	356	(Not Separated)		139	48	36	(Not Separated)		17	8	
1953	"	"	412	345	" "		132	46	29	" "		15	8	
1954	3,314	2,881	454	341	" "		129	44	25	" "		17	10	
1955	3,330	2,924	404	-	201	241	129	38	-	19	18	21	10	
1956	NA	NA	435	-	225	267	NA	38	-	14	18	NA	19	
DALLAS														
1952	NA	NA	314	400	(Not Separated)		187	105	86	(Not Separated)		13	6	
1953	"	"	392	468	" "		185	98	86	" "		13	6	
1954	2,134	2,047	402	480	" "		185	94	82	" "		15	6	
1955	2,013	1,931	316	-	159	211	189	54	-	52	24	14	4	
1956	NA	NA	334	-	165	208	NA	71	-	26	35	NA	4	
HOUSTON														
1952	NA	NA	290	219	(Not Separated)		147	40	29	(Not Separated)		12	2	
1953	"	"	312	230	" "		142	31	33	" "		12	3	
1954	2,204	1,863	325	227	" "		141	33	24	" "		13	3	
1955	2,207	2,022	256	-	97	118	144	33	-	17	15	13	5	
1956	NA	NA	273	-	119	127	NA	33	-	10	12	NA	3	
NEW ORLEANS														
1952	NA	NA	208	156	(Not Separated)		107	49	26	(Not Separated)		25	11	
1953	"	"	219	154	" "		106	48	31	" "		26	8	
1954	2,502	2,222	225	168	" "		108	48	26	" "		28	7	
1955	2,540	2,121	412	-	231	279	109	47	-	20	25	24	9	
1956	NA	NA	285	-	119	155	NA	49	-	15	20	NA	7	
BUTTE														
1952	NA	NA	108	91	(Not Separated)		63	41	34	(Not Separated)		55	30	
1953	"	"	105	91	" "		63	39	34	" "		57	28	
1954	919	626	133	112	" "		62	40	32	" "		61	31	
1955	930	664	143	-	67	100	62	34	-	22	31	61	24	
1956	NA	NA	146	-	59	116	NA	27	-	14	25	NA	25	
LOS ANGELES														
1952	NA	NA	342	235	(Not Separated)		73	18	14	(Not Separated)		8	1	
1953	"	"	424	332	" "		69	14	11	" "		10	1	
1954	2,315	2,266	446	338	" "		69	18	13	" "		9	2	
1955	2,442	2,344	461	-	199	337	69	17	-	6	6	9	4	
1956	NA	NA	572	-	183	365	NA	11	-	8	10	NA	1	
SEATTLE														
1952	NA	NA	337	321	(Not Separated)		40	23	23	(Not Separated)		4	2	
1953	"	"	336	318	" "		40	16	16	" "		4	2	
1954	1,021	858	357	329	" "		41	14	14	" "		9	5	
1955	1,052	883	480	-	322	419	41	17	-	13	15	8	5	
1956	NA	NA	455	-	268	419	NA	12	-	7	9	NA	2	
SUMMARY - ALL DIVISIONS														
1952	39,045	29,566	6,026	4,871	(Not Separated)		1,172	469	364	(Not Separated)		664	216	
1953	37,385	28,983	6,209	4,969	" "		1,128	429	360	" "		652	202	
1954	38,014	29,527	6,567	5,052	" "		1,124	429	328	" "		697	217	
1955	38,420	30,172	6,454	-	2,601	3,920	1,150	360	-	200	216	711	199	
1956	NA	NA	6,672	-	2,339	3,919	NA	364	-	131	206	NA	200	

NA - Not Available.

Memo: All figures taken from December reports except Year 1956 taken from June re

JAX 179

Commission's Exhibit 118

STATEMENT SHOWING TOTAL TTCO. DEALERS IN U.S. AND NUMBER OF "C" AND "D" DEALERS PURCHASING GOODRICH PRODUCTS

Year	Total TTCo. Dealers	"C" Dealers	"D" Dealers	Total C & D Dealers	Number Purchasing Goodrich: Tires & Tubes C	Tires & Tubes D	Tires & Tubes Total	Batteries & Auto Supplies C	Batteries & Auto Supplies D	Batteries & Auto Supplies Total	Batteries C	Batteries D	Batteries Total	Accessories & Other Miss. C	Accessories & Other Miss. D	Accessories & Other Miss. Total
1952																
Jan	NA	11,565	NA	NA	1,566	522	2,088	1,271	382	1,653	Not Reported Separately during Years 1952 to 1954 inc.					
Feb	NA	11,578	NA	NA	1,598	532	2,130	1,331	387	1,718						
Mar	NA	11,626	NA	NA	1,608	535	2,143	1,309	392	1,701						
Apr	NA	11,610	NA	NA	1,577	528	2,105	1,269	385	1,654	-	-	-	-	-	-
May	NA	11,623	NA	NA	1,597	532	2,129	1,236	386	1,622	-	-	-	-	-	-
Jun	39,303	11,662	NA	NA	1,662	525	2,187	1,272	375	1,647	-	-	-	-	-	-
Jul	NA	11,691	NA	NA	1,712	564	2,276	1,312	409	1,721	-	-	-	-	-	-
Aug	NA	11,722	NA	NA	1,835	605	2,440	1,380	387	1,767	-	-	-	-	-	-
Sep	NA	11,782	NA	NA	1,899	615	2,514	1,426	402	1,828	-	-	-	-	-	-
Oct	NA	11,781	NA	NA	1,926	623	2,549	1,443	396	1,839	-	-	-	-	-	-
Nov	NA	11,791	NA	NA	1,946	609	2,555	1,464	391	1,855	-	-	-	-	-	-
Dec	39,045	11,858	17,708	29,566	1,922	594	2,516	1,460	420	1,880	-	-	-	-	-	-
1953																
Jan	NA	11,871	NA	NA	1,927	610	2,537	1,472	401	1,873	-	-	-	-	-	-
Feb	NA	11,905	NA	NA	1,925	611	2,536	1,478	399	1,877	-	-	-	-	-	-
Mar	NA	11,913	NA	NA	1,944	567	2,511	1,500	375	1,875	-	-	-	-	-	-
Apr	NA	11,946	NA	NA	1,943	563	2,506	1,498	372	1,870	-	-	-	-	-	-
May	NA	11,937	NA	NA	1,954	563	2,517	1,505	374	1,879	-	-	-	-	-	-
Jun	37,449	12,004	NA	NA	2,125	578	2,703	1,618	360	1,978	-	-	-	-	-	-
Jul	NA	12,025	NA	NA	2,125	578	2,703	1,618	360	1,978	-	-	-	-	-	-
Aug	NA	12,024	NA	NA	2,125	578	2,703	1,618	360	1,978	-	-	-	-	-	-
Sep	NA	12,018	NA	NA	2,227	613	2,840	1,801	381	2,182	-	-	-	-	-	-
Oct	NA	NA	NA	NA	2,227	613	2,840	1,801	381	2,182	-	-	-	-	-	-
Nov	NA	NA	NA	NA	2,227	613	2,840	1,801	381	2,182	-	-	-	-	-	-
Dec	37,385	12,070	16,913	28,983	2,346	656	3,002	1,878	426	2,304	-	-	-	-	-	-
1954																
Jan	NA	12,121	NA	NA	2,346	656	3,002	1,878	426	2,304	-	-	-	-	-	-
Feb	NA	12,144	NA	NA	2,346	656	3,002	1,878	426	2,304	-	-	-	-	-	-
Mar	NA	12,167	NA	NA	2,256	622	2,878	1,860	413	2,273	-	-	-	-	-	-
Apr	NA	12,207	NA	NA	2,256	622	2,878	1,860	413	2,273	-	-	-	-	-	-
May	NA	12,272	NA	NA	2,256	622	2,878	1,860	413	2,273	-	-	-	-	-	-
Jun	37,424	12,340	NA	NA	2,435	666	3,101	1,923	400	2,323	-	-	-	-	-	-
Jul	NA	12,390	NA	NA	2,435	666	3,101	1,923	400	2,323	-	-	-	-	-	-
Aug	NA	12,450	NA	NA	2,435	666	3,101	1,923	400	2,323	-	-	-	-	-	-
Sep	NA	12,517	NA	NA	2,527	688	3,215	2,033	404	2,437	-	-	-	-	-	-
Oct	NA	12,571	NA	NA	2,527	688	3,215	2,033	404	2,437	-	-	-	-	-	-
Nov	NA	12,645	NA	NA	2,527	688	3,215	2,033	404	2,437	-	-	-	-	-	-
Dec	38,014	12,674	16,853	29,527	2,597	714	3,[illegible]1	2,104	455	2,559	-	-	-	-	-	-
1955																
Jan	NA	12,751	NA	NA	2,700	969	3,669	-	-	-	1,640	515	2,155	1,767	582	2,349
Feb	NA	12,786	NA	NA	2,5[illegible]	655	3,203	-	-	-	1,317	222	1,539	1,711	333	2,044
Mar	NA	12,845	NA	NA	2,517	669	3,186	-	-	-	1,165	196	1,361	1,733	357	2,090
Apr	NA	12,888	NA	NA	2,708	726	3,434	-	-	-	1,234	283	1,517	1,882	367	2,249
May	NA	12,939	NA	NA	2,727	723	3,450	-	-	-	1,226	244	1,470	1,778	361	2,139
Jun	38,318	12,953	NA	NA	2,807	792	3,599	-	-	-	1,269	235	1,504	1,851	391	2,242
Jul	NA	13,023	NA	NA	2,679	785	3,464	-	-	-	1,230	240	1,470	1,756	367	2,123
Aug	NA	13,121	NA	NA	2,856	811	3,667	-	-	-	1,447	277	1,724	1,898	422	2,320
Sep	NA	13,189	NA	NA	2,746	809	3,555	-	-	-	1,519	273	1,792	1,884	425	2,309
Oct	NA	13,242	NA	NA	2,629	814	3,443	-	-	-	1,469	283	1,752	1,758	411	2,169
Nov	NA	13,318	NA	NA	2,683	797	3,480	-	-	-	1,514	294	1,808	1,714	406	2,120
Dec	38,420	13,366	16,806	30,172	2,729	838	3,567	-	-	-	1,453	301	1,754	1,771	411	2,182
1956																
Jan	NA	13,463	NA	NA	2,704	743	3,447	-	-	-	1,455	243	1,698	1,801	374	2,175
Feb	NA	13,506	NA	NA	2,722	761	3,483	-	-	-	1,343	238	1,581	1,722	356	2,078
Mar	NA	13,587	NA	NA	2,779	761	3,540	-	-	-	1,254	194	1,448	1,802	329	2,131
Apr	NA	13,613	NA	NA	2,805	763	3,568	-	-	-	1,228	198	1,426	1,874	348	2,222
May	NA	13,701	NA	NA	2,895	797	3,692	-	-	-	1,261	214	1,475	1,918	376	2,294
Jun	NA	13,764	NA	NA	3,102	872	3,974	-	-	-	1,427	232	1,659	2,014	405	2,419

Apr	NA	11,610	NA	NA	1,577	528	2,105	1,269	385	1,654	-	-	-	-	-	-
May	NA	11,623	NA	NA	1,597	532	2,129	1,236	386	1,622	-	-	-	-	-	-
Jun	39,303	11,662	NA	NA	1,662	525	2,187	1,272	375	1,647	-	-	-	-	-	-
Jul	NA	11,691	NA	NA	1,712	564	2,276	1,312	409	1,721	-	-	-	-	-	-
Aug	NA	11,722	NA	NA	1,835	605	2,440	1,380	387	1,767	-	-	-	-	-	-
Sep	NA	11,782	NA	NA	1,899	615	2,514	1,426	402	1,828	-	-	-	-	-	-
Oct	NA	11,781	NA	NA	1,926	623	2,549	1,443	396	1,839	-	-	-	-	-	-
Nov	NA	11,791	NA	NA	1,946	609	2,555	1,464	391	1,855	-	-	-	-	-	-
Dec	39,045	11,858	17,708	29,566	1,922	594	2,516	1,460	420	1,880	-	-	-	-	-	-
1953																
Jan	NA	11,871	NA	NA	1,927	610	2,537	1,472	401	1,873	-	-	-	-	-	-
Feb	NA	11,905	NA	NA	1,925	611	2,536	1,478	399	1,877	-	-	-	-	-	-
Mar	NA	11,913	NA	NA	1,944	567	2,511	1,500	375	1,875	-	-	-	-	-	-
Apr	NA	11,946	NA	NA	1,941	563	2,506	1,498	372	1,870	-	-	-	-	-	-
May	NA	11,937	NA	NA	1,954	563	2,517	1,505	374	1,879	-	-	-	-	-	-
Jun	37,449	12,004	NA	NA	2,125	578	2,703	1,618	360	1,978	-	-	-	-	-	-
Jul	NA	12,025	NA	NA	2,125	578	2,703	1,618	360	1,978	-	-	-	-	-	-
Aug	NA	12,024	NA	NA	2,125	578	2,703	1,618	360	1,978	-	-	-	-	-	-
Sep	NA	12,018	NA	NA	2,227	613	2,840	1,801	381	2,182	-	-	-	-	-	-
Oct	NA	NA	NA	NA	2,227	613	2,840	1,801	381	2,182	-	-	-	-	-	-
Nov	NA	NA	NA	NA	2,227	613	2,840	1,801	381	2,182	-	-	-	-	-	-
Dec	37,385	12,070	16,913	28,983	2,346	656	3,002	1,878	426	2,304	-	-	-	-	-	-
1954																
Jan	NA	12,121	NA	NA	2,346	656	3,002	1,878	426	2,304	-	-	-	-	-	-
Feb	NA	12,144	NA	NA	2,346	656	3,002	1,878	426	2,304	-	-	-	-	-	-
Mar	NA	12,167	NA	NA	2,256	622	2,878	1,860	413	2,273	-	-	-	-	-	-
Apr	NA	12,207	NA	NA	2,256	622	2,878	1,860	413	2,273	-	-	-	-	-	-
May	NA	12,272	NA	NA	2,256	622	2,878	1,860	413	2,273	-	-	-	-	-	-
Jun	37,424	12,340	NA	NA	2,435	666	3,101	1,923	400	2,323	-	-	-	-	-	-
Jul	NA	12,390	NA	NA	2,435	666	3,101	1,923	400	2,323	-	-	-	-	-	-
Aug	NA	12,450	NA	NA	2,435	666	3,101	1,923	400	2,323	-	-	-	-	-	-
Sep	NA	12,517	NA	NA	2,527	688	3,215	2,033	404	2,437	-	-	-	-	-	-
Oct	NA	12,571	NA	NA	2,527	688	3,215	2,033	404	2,437	-	-	-	-	-	-
Nov	NA	12,645	NA	NA	2,527	688	3,215	2,033	404	2,437	-	-	-	-	-	-
Dec	38,014	12,674	16,853	29,527	2,597	714	3,311	2,104	455	2,559	-	-	-	-	-	-
1955																
Jan	NA	12,751	NA	NA	2,700	969	3,669	-	-	-	1,640	515	2,155	1,767	582	2,349
Feb	NA	12,786	NA	NA	2,548	655	3,203	-	-	-	1,317	222	1,539	1,711	333	2,044
Mar	NA	12,845	NA	NA	2,517	669	3,186	-	-	-	1,165	196	1,361	1,733	357	2,090
Apr	NA	12,888	NA	NA	2,708	726	3,434	-	-	-	1,234	283	1,517	1,882	367	2,249
May	NA	12,939	NA	NA	2,727	723	3,450	-	-	-	1,226	244	1,470	1,778	361	2,139
Jun	38,318	12,953	NA	NA	2,807	792	3,599	-	-	-	1,269	235	1,504	1,851	391	2,242
Jul	NA	13,023	NA	NA	2,679	785	3,464	-	-	-	1,230	240	1,470	1,756	367	2,123
Aug	NA	13,121	NA	NA	2,856	811	3,667	-	-	-	1,447	277	1,724	1,898	422	2,320
Sep	NA	13,189	NA	NA	2,746	809	3,555	-	-	-	1,519	273	1,792	1,884	425	2,309
Oct	NA	13,242	NA	NA	2,629	814	3,443	-	-	-	1,469	283	1,752	1,758	411	2,169
Nov	NA	13,318	NA	NA	2,683	797	3,480	-	-	-	1,514	294	1,808	1,714	406	2,120
Dec	38,420	13,366	16,806	30,172	2,729	838	3,567	-	-	-	1,453	301	1,754	1,771	411	2,182
1956																
Jan	NA	13,463	NA	NA	2,704	743	3,447	-	-	-	1,455	243	1,698	1,801	374	2,175
Feb	NA	13,506	NA	NA	2,722	761	3,483	-	-	-	1,343	238	1,581	1,722	356	2,078
Mar	NA	13,587	NA	NA	2,779	761	3,540	-	-	-	1,254	194	1,448	1,802	329	2,131
Apr	NA	13,613	NA	NA	2,805	763	3,568	-	-	-	1,228	198	1,426	1,874	348	2,222
May	NA	13,701	NA	NA	2,895	797	3,692	-	-	-	1,261	214	1,475	1,918	376	2,294
Jun	NA	13,764	NA	NA	3,102	872	3,974	-	-	-	1,427	232	1,659	2,014	405	2,419

Memo: The number of dealers purchasing TBA in each category arrived at as follows:

Year 1952 to May 1953 inc:
Monthly count; based on number purchasing $1 or more during 3 month period ending with current month.

June 1953 to Dec. 1954 inc:
Quarterly count; based on number purchasing $1 or more during 3 month period ending with June, Sep, Dec & Mar.

Jan. 1955 to Jun. 30, 1956 inc:
Monthly count; based on number purchasing $1 or more during each month.

Grand Total dealers purchasing all TBA items combined is not possible as dealers who purchase in 2 or more categories are duplicated for each category in which they purchase.

NA - Not Available.

JAX 180
Commission's Exhibit 119

STATEMENT SHOWING TOTAL TTCO. DEALERS IN U.S. AND NUMBER OF "C" AND "D" DEALERS PURCHASING FIRESTONE PRODUCTS

Year	Total TTCo. Dealers	"C" Dealers	"D" Dealers	Total C & D Dealers	Number Purchasing Firestone: Tires & Tubes C	Tires & Tubes D	Tires & Tubes Total	Batteries & Auto Supplies C	Batteries & Auto Supplies D	Batteries & Auto Supplies Total	Batteries C	Batteries D	Batteries Total	Accessories & Other Misc. C	Accessories & Other Misc. D	Accessories & Other Misc. Total
1952											Not Reported Separately during Years 1952 to 1954 inc.					
Jan	NA	11,565	NA	NA	3,933	1,807	5,740	3,476	1,250	4,726						
Feb	NA	11,578	NA	NA	3,966	1,793	5,759	3,431	1,218	4,649						
Mar	NA	11,626	NA	NA	4,027	1,839	5,866	3,303	1,172	4,475						
Apr	NA	11,610	NA	NA	4,085	1,873	5,958	3,379	1,214	4,593	-	-	-	-	-	-
May	NA	11,623	NA	NA	4,146	1,922	6,068	3,398	1,271	4,669	-	-	-	-	-	-
Jun	39,303	11,662	NA	NA	4,151	1,918	6,069	3,393	1,260	4,653	-	-	-	-	-	-
Jul	NA	11,691	NA	NA	4,198	1,930	6,128	3,427	1,284	4,711	-	-	-	-	-	-
Aug	NA	11,722	NA	NA	4,254	1,930	6,184	3,417	1,238	4,655	-	-	-	-	-	-
Sep	NA	11,782	NA	NA	4,335	1,963	6,298	3,496	1,264	4,760	-	-	-	-	-	-
Oct	NA	11,781	NA	NA	4,313	1,963	6,276	3,492	1,266	4,758	-	-	-	-	-	-
Nov	NA	11,791	NA	NA	4,247	1,912	6,159	3,496	1,283	4,779	-	-	-	-	-	-
Dec	39,045	11,858	17,708	29,566	4,250	1,776	6,026	3,595	1,255	4,850	-	-	-	-	-	-
1953																
Jan	NA	11,871	NA	NA	4,325	1,843	6,168	3,676	1,300	4,976	-	-	-	-	-	-
Feb	NA	11,905	NA	NA	4,318	1,809	6,127	3,649	1,274	4,923	-	-	-	-	-	-
Mar	NA	11,913	NA	NA	4,353	1,756	6,109	3,645	1,230	4,875	-	-	-	-	-	-
Apr	NA	11,946	NA	NA	4,366	1,757	6,123	3,655	1,225	4,880	-	-	-	-	-	-
May	NA	11,937	NA	NA	4,377	1,762	6,139	3,659	1,212	4,871	-	-	-	-	-	-
Jun	37,449	12,004	NA	NA	4,467	1,769	6,236	3,718	1,184	4,902	-	-	-	-	-	-
Jul	NA	12,025	NA	NA	4,467	1,769	6,236	3,718	1,184	4,902	-	-	-	-	-	-
Aug	NA	12,024	NA	NA	4,467	1,769	6,236	3,718	1,184	4,902	-	-	-	-	-	-
Sep	NA	12,018	NA	NA	4,536	1,799	6,335	3,818	1,227	5,045	-	-	-	-	-	-
Oct	NA	NA	NA	NA	4,536	1,799	6,335	3,818	1,227	5,045	-	-	-	-	-	-
Nov	NA	NA	NA	NA	4,536	1,799	6,335	3,818	1,227	5,045	-	-	-	-	-	-
Dec	37,385	12,070	16,913	28,983	4,477	1,732	6,209	3,797	1,151	4,948	-	-	-	-	-	-
1954																
Jan	NA	12,121	NA	NA	4,477	1,732	6,209	3,797	1,151	4,948	-	-	-	-	-	-
Feb	NA	12,144	NA	NA	4,477	1,732	6,209	3,797	1,151	4,948	-	-	-	-	-	-
Mar	NA	12,167	NA	NA	4,390	1,741	6,131	3,584	1,089	4,673	-	-	-	-	-	-
Apr	NA	12,207	NA	NA	4,390	1,741	6,131	3,584	1,089	4,673	-	-	-	-	-	-
May	NA	12,272	NA	NA	4,390	1,741	6,131	3,584	1,089	4,673	-	-	-	-	-	-
Jun	37,424	12,340	NA	NA	4,542	1,782	6,324	3,735	1,140	4,875	-	-	-	-	-	-
Jul	NA	12,390	NA	NA	4,542	1,782	6,324	3,735	1,140	4,875	-	-	-	-	-	-
Aug	NA	12,450	NA	NA	4,542	1,782	6,324	3,735	1,140	4,875	-	-	-	-	-	-
Sep	NA	12,517	NA	NA	4,661	1,779	6,440	3,846	1,113	4,959	-	-	-	-	-	-
Oct	NA	12,571	NA	NA	4,661	1,779	6,440	3,846	1,113	4,959	-	-	-	-	-	-
Nov	NA	12,645	NA	NA	4,661	1,779	6,440	3,846	1,113	4,959	-	-	-	-	-	-
Dec	38,014	12,674	16,853	29,527	4,748	1,819	6,567	3,887	1,144	5,031	-	-	-	-	-	-
1955																
Jan	NA	12,751	NA	NA	4,191	1,445	5,636	-	-	-	1,774	455	2,229	2,595	851	3,446
Feb	NA	12,786	NA	NA	4,345	1,447	5,792	-	-	-	1,754	340	2,094	2,605	670	3,275
Mar	NA	12,845	NA	NA	4,404	1,514	5,918	-	-	-	1,619	402	2,021	2,965	745	3,710
Apr	NA	12,888	NA	NA	4,568	1,566	6,134	-	-	-	1,602	415	2,017	2,101	804	2,905
May	NA	12,937	NA	NA	4,475	1,553	6,028	-	-	-	1,549	338	1,887	2,952	804	3,756
Jun	38,318	12,953	NA	NA	4,685	1,613	6,298	-	-	-	1,560	373	1,933	3,014	790	3,804
Jul	NA	13,023	NA	NA	4,751	1,598	6,349	-	-	-	1,683	347	2,030	2,869	747	3,616
Aug	NA	13,121	NA	NA	4,837	1,609	6,446	-	-	-	1,822	356	2,178	2,909	745	3,654
Sep	NA	13,189	NA	NA	4,681	1,644	6,325	-	-	-	1,941	400	2,341	2,936	734	3,670
Oct	NA	13,242	NA	NA	4,845	1,673	6,518	-	-	-	2,128	421	2,549	3,027	764	3,791
Nov	NA	13,318	NA	NA	4,840	1,678	6,518	-	-	-	2,184	427	2,611	2,970	777	3,747
Dec	38,420	13,366	16,806	30,172	4,774	1,680	6,454	-	-	-	2,164	437	2,601	3,132	788	3,920
1956																
Jan	NA	13,463	NA	NA	4,531	1,572	6,103	-	-	-	1,967	361	2,328	2,712	634	3,346
Feb	NA	13,506	NA	NA	4,324	1,482	5,806	-	-	-	1,821	376	2,197	2,496	680	3,176
Mar	NA	13,587	NA	NA	4,737	1,616	6,353	-	-	-	1,797	328	2,125	2,767	850	3,617
Apr	NA	13,613	NA	NA	4,989	1,669	6,658	-	-	-	1,860	347	2,207	3,119	797	3,916
May	NA	13,701	NA	NA	5,015	1,737	6,752	-	-	-	1,863	371	2,234	3,058	798	3,856

May	NA	11,623	NA	NA	4,146	1,922	6,068	3,398	1,271	4,669	-	-	-	-	-	-
Jun	39,303	11,662	NA	NA	4,151	1,918	6,069	3,393	1,260	4,653	-	-	-	-	-	-
Jul	NA	11,691	NA	NA	4,198	1,930	6,128	3,427	1,284	4,711	-	-	-	-	-	-
Aug	NA	11,722	NA	NA	4,254	1,930	6,184	3,417	1,238	4,655	-	-	-	-	-	-
Sep	NA	11,782	NA	NA	4,335	1,963	6,298	3,496	1,264	4,760	-	-	-	-	-	-
Oct	NA	11,781	NA	NA	4,313	1,963	6,276	3,492	1,266	4,758	-	-	-	-	-	-
Nov	NA	11,791	NA	NA	4,247	1,912	6,159	3,496	1,283	4,779	-	-	-	-	-	-
Dec	39,045	11,858	17,708	29,566	4,250	1,776	6,026	3,595	1,255	4,850	-	-	-	-	-	-
1953																
Jan	NA	11,871	NA	NA	4,325	1,843	6,168	3,676	1,300	4,976	-	-	-	-	-	-
Feb	NA	11,905	NA	NA	4,318	1,809	6,127	3,649	1,274	4,923	-	-	-	-	-	-
Mar	NA	11,913	NA	NA	4,353	1,756	6,109	3,645	1,230	4,875	-	-	-	-	-	-
Apr	NA	11,946	NA	NA	4,366	1,757	6,123	3,655	1,225	4,880	-	-	-	-	-	-
May	NA	11,937	NA	NA	4,377	1,762	6,139	3,659	1,212	4,871	-	-	-	-	-	-
Jun	37,449	12,004	NA	NA	4,467	1,769	6,236	3,718	1,184	4,902	-	-	-	-	-	-
Jul	NA	12,025	NA	NA	4,467	1,769	6,236	3,718	1,184	4,902	-	-	-	-	-	-
Aug	NA	12,024	NA	NA	4,467	1,769	6,236	3,718	1,184	4,902	-	-	-	-	-	-
Sep	NA	12,018	NA	NA	4,536	1,799	6,335	3,818	1,227	5,045	-	-	-	-	-	-
Oct	NA	NA	NA	NA	4,536	1,799	6,335	3,818	1,227	5,045	-	-	-	-	-	-
Nov	NA	NA	NA	NA	4,536	1,799	6,335	3,818	1,227	5,045	-	-	-	-	-	-
Dec	37,385	12,070	16,913	28,983	4,477	1,732	6,209	3,797	1,151	4,948	-	-	-	-	-	-
1954																
Jan	NA	12,121	NA	NA	4,477	1,732	6,209	3,797	1,151	4,948	-	-	-	-	-	-
Feb	NA	12,144	NA	NA	4,477	1,732	6,209	3,797	1,151	4,948	-	-	-	-	-	-
Mar	NA	12,167	NA	NA	4,390	1,741	6,131	3,584	1,089	4,673	-	-	-	-	-	-
Apr	NA	12,207	NA	NA	4,390	1,741	6,131	3,584	1,089	4,673	-	-	-	-	-	-
May	NA	12,272	NA	NA	4,390	1,741	6,131	3,584	1,089	4,673	-	-	-	-	-	-
Jun	37,424	12,340	NA	NA	4,542	1,782	6,324	3,735	1,140	4,875	-	-	-	-	-	-
Jul	NA	12,390	NA	NA	4,542	1,782	6,324	3,735	1,140	4,875	-	-	-	-	-	-
Aug	NA	12,450	NA	NA	4,542	1,782	6,324	3,735	1,140	4,875	-	-	-	-	-	-
Sep	NA	12,517	NA	NA	4,661	1,779	6,440	3,846	1,113	4,959	-	-	-	-	-	-
Oct	NA	12,571	NA	NA	4,661	1,779	6,440	3,846	1,113	4,959	-	-	-	-	-	-
Nov	NA	12,645	NA	NA	4,661	1,779	6,440	3,846	1,113	4,959	-	-	-	-	-	-
Dec	38,014	12,674	16,853	29,527	4,748	1,819	6,567	3,887	1,144	5,031	-	-	-	-	-	-
1955																
Jan	NA	12,751	NA	NA	4,191	1,445	5,636	-	-	-	1,774	455	2,229	2,595	851	3,446
Feb	NA	12,786	NA	NA	4,345	1,447	5,792	-	-	-	1,754	340	2,094	2,605	670	3,275
Mar	NA	12,845	NA	NA	4,404	1,514	5,918	-	-	-	1,619	402	2,021	2,965	745	3,710
Apr	NA	12,888	NA	NA	4,568	1,566	6,134	-	-	-	1,602	415	2,017	2,101	804	2,905
May	NA	12,937	NA	NA	4,475	1,553	6,028	-	-	-	1,549	338	1,887	2,952	804	3,756
Jun	38,318	12,953	NA	NA	4,685	1,613	6,298	-	-	-	1,560	373	1,933	3,014	790	3,804
Jul	NA	13,023	NA	NA	4,751	1,598	6,349	-	-	-	1,683	347	2,030	2,869	747	3,616
Aug	NA	13,121	NA	NA	4,837	1,609	6,446	-	-	-	1,822	356	2,178	2,909	745	3,654
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Oct	NA	13,242	NA	NA	4,845	1,673	6,518	-	-	-	2,128	421	2,549	3,027	764	3,791
Nov	NA	13,318	NA	NA	4,840	1,678	6,518	-	-	-	2,184	427	2,611	2,970	777	3,747
Dec	38,420	13,366	16,806	30,172	4,774	1,680	6,454	-	-	-	2,164	437	2,601	3,132	788	3,920
1956																
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Feb	NA	13,506	NA	NA	4,324	1,482	5,806	-	-	-	1,821	376	2,197	2,496	680	3,176
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Apr	NA	13,613	NA	NA	4,989	1,669	6,658	-	-	-	1,860	347	2,207	3,119	797	3,916
May	NA	13,701	NA	NA	5,015	1,737	6,752	-	-	-	1,863	371	2,234	3,058	798	3,856
Jun	NA	13,764	NA	NA	4,990	1,682	6,672	-	-	-	1,969	370	2,339	3,139	780	3,919

Memo: The number of dealers purchasing TBA in each category arrived at as follows:

Year 1952 to May 1953 inc:
Monthly count; based on number purchasing $1 or more during 3 month period ending with current month.

June 1953 to Dec. 1954 inc:
Quarterly count; based on number purchasing $1 or more during 3 month period ending with June, Sep, Dec & Mar.

Jan. 1955 to Jun. 30, 1956 inc:
Monthly count; based on number purchasing $1 or more during each month.

Grand Total dealers purchasing all TBA items combined is not possible as dealers who purchase in 2 or more categories are duplicated for each category in which they purchase.

NA - Not Available.

Item 11.

ANNUAL PURCHASES OF GOODRICH TBA PRODUCTS

BY "C" AND "D" DEALERS, CONSIGNEES AND DISTRIBUTORS
(DOLLARS)

	1951	1952	1953	1954	1955	1956 (through June)
"C" Dealers	4,272,697	5,803,896	6,832,705	7,698,833	9,444,122	4,990,933
"D" Dealers	1,825,918	1,911,638	1,807,688	1,826,738	2,151,778	1,037,088
Consignees	3,651,024	3,425,084	3,480,551	3,571,274	4,334,379	2,176,778
Distributors	1,655,304	1,605,665	1,804,391	1,726,499	2,003,965	902,849
Total	11,404,943	12,746,283	13,925,335	14,823,344	17,934,244	9,109,648

Com. 121

ANNUAL PURCHASES OF FIRESTONE TIRE PRODUCTS

BY "C" AND "D" DEALERS, CONSIGNEES AND DISTRIBUTORS
(DOLLARS)

	1951	1952	1953	1954	1955	1956 (thru June)
"C" Dealers	11,050,115	13,838,565	15,843,023	16,441,762	19,464,784	10,056,818
"D" Dealers	5,345,174	6,210,771	5,634,766	5,326,669	6,036,009	2,694,293
Consignees	6,292,060	6,509,406	6,310,907	5,905,508	6,330,072	2,759,813
Distributors	2,948,020	3,030,989	3,210,938	3,070,478	3,731,307	1,407,432
Total	25,635,369	29,589,731	30,999,634	30,744,417	35,562,172	16,918,356

JAX 182

Commission's Exhibit 121

FEDERAL TRADE COMMISSION
DOCKET NO. 6785 EXHIBIT NO. 121
IN THE MATTER OF Goodrich
DATE 1/6/57 WITNESS Glenn
ACE REPORTING CO., Official Reporter
By [illegible]

Commission's Exhibit 128A

B. F. Goodrich
Tire Dealer Franchise

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 128A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 18 1956 WITNESS
ACE REPORTING CO., Certified Reporters
By MONICK

AGREEMENT made and entered into, at the place and on the date of acceptance shown below, between the undersigned DEALER and THE B. F. GOODRICH COMPANY, with general business offices at Akron, Ohio, wherein it is mutually agreed as follows:

1. PRODUCTS: B. F. Goodrich agrees to sell and deliver to the Dealer and the Dealer agrees to purchase and receive from B. F. Goodrich, during the term of this Agreement, the following B. F. Goodrich products (strike through any products to be excluded):

Passenger Car Tires	Industrial Tires
Truck & Bus Tires	Batteries
Farm Tires	Accessories & Repair Materials

The Dealer agrees to specialize in and aggressively promote the sale and distribution of such products, to equip his place of business suitably for the sale and service thereof and, if available, to carry a complete line in stock at all times in sufficient quantity to insure prompt service, recommending B. F. Goodrich products at all times and refraining from substituting other merchandise when B. F. Goodrich products are requested by the customer. The Dealer also agrees to encourage the specification of B. F. Goodrich tires as original equipment on commercial, industrial and farm vehicles and to help customers get the best results therefrom.

2. ADVERTISING: The Dealer agrees to properly maintain and to display prominently at its place of business all signs and to use all advertising materials supplied to it by B. F. Goodrich from time to time. The Dealer further agrees to display B. F. Goodrich products prominently in its showrooms and show windows, but not to exhibit such merchandise at any fair, show or other exhibit without first securing B. F. Goodrich's written consent.

3. ORDERS: All orders placed hereunder shall be in writing or, if placed by phone or wire, shall be supported later by written order, setting forth in detail the product, size, type or other description and quantity, and shall be subject to acceptance by B. F. Goodrich at its district office or warehouse, if and to the extent stock is available for delivery therefrom, or by B. F. Goodrich at its factory if delivery is to be made from the factory; provided, however, that no acceptance of any order, which when added to prior orders results in the total dollar amount of the Dealer's accumulated and unfilled purchases on order for any product being in excess of fifty per cent (50%) of the Dealer's purchases of such product during the preceding six months, shall be binding on B. F. Goodrich unless signed in writing at Akron, Ohio, by its General Manager of Tire Merchandising, or the General Manager of B. F. Goodrich Replacement Tire Sales.

4. PRICES: The Dealer agrees to pay, for all products delivered hereunder, the net prices, plus taxes and separate charges, if any, applicable to the Dealer as determined by B. F. Goodrich and in effect on the date of shipment.

5. TERMS: The Dealer will pay for all products delivered hereunder in accordance with the regular terms of payment in effect on the date of shipment. If the Dealer should fail to make any payment when due, or if the Company at any time should become dissatisfied as to the Dealer's financial responsibility, B. F. Goodrich may refuse to make further shipments hereunder except for cash and the payment in full of the Dealer's account or, if B. F. Goodrich so elects, it may terminate the Agreement without advance notice to the Dealer.

6. PRICE PROTECTION: In consideration of the Dealer's agreement to carry an adequate stock of tires, B. F. Goodrich agrees that if at any time during the term of this Agreement it should make any general downward revision in its recommended consumer list prices for tires concurrently with a decline in its net prices to the Dealer therefor (no price protection in case of revision in net prices, discounts, bonus or allowances to Dealers only), B. F. Goodrich will protect the Dealer in accordance with B. F. Goodrich's price protection policy in effect at the time of any such price revision. The Dealer agrees that any merchandise credit granted under such price protection policy shall be used on or before the December 31 next following the date of its allowance, and any portion of any such credit not so used shall be subject to cancellation by B. F. Goodrich. Price protection will not be allowed on any tires delivered to the Dealer in exchange for others returned by it, or on imperfect, discontinued or other tires purchased at special prices. B. F. Goodrich's decision as to what constitutes imperfect, discontinued, or other special priced tires to be final and conclusive.

7. DELIVERIES: All deliveries hereunder shall be made and title shall pass to the Dealer f.o.b. transportation facilities at point of shipment; otherwise, the terms of shipment shall be in accordance with B. F. Goodrich's regular policy in effect at the date of shipment. All orders accepted are subject to, and B. F. Goodrich shall not be liable for, any delay or failure to deliver when caused by fire, flood, accident, labor troubles, consequences of foreign or domestic wars, insurrections or riots, government orders or requirements, interruptions or shortages of fuel, raw materials, or transportation facilities, or other causes beyond its reasonable control, whether similar or dissimilar to those named. In the event B. F. Goodrich is unable, due to any of the foregoing contingencies or otherwise, to fulfill its total commitments to all customers, Dealer agrees to accept, in full and complete performance by B. F. Goodrich of its obligations hereunder, deliveries in accordance with such allocations as B. F. Goodrich may make.

8. ADJUSTMENTS: All first-class B. F. Goodrich products are warranted to be free from defects in workmanship and material, and will be adjusted in accordance with B. F. Goodrich's guarantee and adjustment policy in effect on the date of resale to the consumer. The Dealer agrees to prepay all transportation charges on all products returned to B. F. Goodrich for adjustment. It is understood that this Agreement does not confer on the Dealer any authority to warrant any product sold hereunder, nor any authority to make adjustments on behalf of B. F. Goodrich, except as set forth in B. F. Goodrich's guarantee and adjustment policy.

9. EXCHANGES: The dealer agrees not to return for exchange or credit any product delivered hereunder without B. F. Goodrich's prior written approval. Upon the return of any product with B. F. Goodrich's approval, the Dealer agrees to prepay all transportation charges and accept credit therefor at the net invoiced price or the price in effect at the time such product is received by B. F. Goodrich, whichever is lower, less B. F. Goodrich's regular service charge then in effect to cover its cost of handling.

168 — 7616

Commission's Exhibit 128

B. F. GOODRICH
TIRE DEALER FRANCHISE

Issued to

(Name of Dealer)

(Street Address)

(City) (State)

Dated

ADVANTAGES OF YOUR
B. F. GOODRICH FRANCHISE

Products of high quality.
A complete line of products.
A dependable, safe source of supply.
A sound merchandising program.
A proven time-payment plan.
Consumer demand created by national equipment use.
Effective advertising.
Protection granted in basic materials and finished products distribution.

THE B. F. GOODRICH COMPANY
Akron, Ohio

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 128-B

10. IDENTIFICATION: Title to all such signs furnished to the Dealer shall remain in B. F. Goodrich, regardless of whether the Dealer shares in the cost of the erection and maintenance or pays for the use thereof. On any termination of this Agreement, or upon request by B. F. Goodrich, the Dealer agrees to remove and return to B. F. Goodrich any or all such signs and, in the event of the Dealer's failure to do so, B. F. Goodrich may repossess them without liability to the Dealer for trespass or damages to the premises or to the Dealer's business. The Dealer agrees to indemnify and save B. F. Goodrich harmless from any and all liability in connection with any such sign and related equipment, whether arising from its erection, installation, maintenance, use or otherwise.

11. DURATION: This Agreement shall become effective upon the date of B. F. Goodrich's acceptance in the place provided below and shall continue in full force and effect, except as hereinafter provided, until terminated by either party upon five (5) days' written notice to the other. Upon any such termination, B. F. Goodrich may refuse to accept any orders aggregating in excess of the average five (5) days' requirements of the Dealer based on deliveries to the Dealer hereunder during the preceding twelve (12) months or portion thereof in which the Agreement has been in effect. No termination, however, shall release the Dealer from its obligation to make payment in accordance with the provisions hereof for any merchandise delivered hereunder.

12. GENERAL: This Agreement, which supersedes and cancels all other contracts referring to the subject matter hereof, except the Dealer's obligation to make full payment for any merchandise purchased thereunder, HAS BEEN ENTERED INTO ONLY UNDER THE INDUCEMENTS AND REPRESENTATIONS HEREIN EXPRESSED AND SETS FORTH THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, with the exception of any applicable written Fair Trade Agreements providing for resale price maintenance under Fair Trade laws. This Agreement is personal to the parties hereto and neither it nor any rights arising out of it can be assigned or transferred by either party, either voluntarily or by operation of law, without the written consent of the other party.

This Agreement may be signed without alteration of printed condition and or terminated in its entirety for B. F. Goodrich by the General Manager of Tire Merchandising, or by the General Manager, any Zone Manager, or any District Manager of B. F. Goodrich Replacement Tire Sales or by any Officer of B. F. Goodrich. Its provisions may be altered, waived or modified only in writing signed by the Dealer and by one of B. F. Goodrich's aforesaid Managers or Officers, but no alteration, waiver or modification shall be effected by the routine acknowledgment or acceptance by B. F. Goodrich of an order containing additional or different conditions.

IN WITNESS WHEREOF, the parties hereto have signed and accepted this Agreement in duplicate, each of which of all be considered an original, by their respective officers or employees thereunto duly authorized.

Accepted at _____ _____ (Dealer)

this _____ day of _____, 19__ By _____

THE B. F. GOODRICH COMPANY _____ (Title)

By _____ _____ City County State
District Manager, B. F. Goodrich Replacement Tire Sales

7617

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Form 1143-B 1-53 Printed in U.S.A.

JAX 185

Commission's Exhibit 128C

FEDERAL TRADE COMMISSION

DISTRICT NO. 6485 COMPANY NO. EXHIBIT NO. DISTRICT

RECORD OF B. F. GOODRICH TIRE DEALER FRANCHISE

PRICE CODE | Tires | Batteries

DEALER _____ OWNER'S NAME _____

Street Address _____ City _____ Postal Zone _____ County _____ State _____

Date Accepted _____ No. Years B.F.G. Dealer _____ Terr. Mgr _____

Check B.F.G. Products Dealer desires to handle at this time		% BFG New	Estimated BFG Annual Volume	Initial Order	Brand Previously Handled	Principal Business and Type of Outlet
Passenger Tires	☐					Reason for Change
Truck and Bus Tires	☐					Make of Car, Truck or Tractor Handled / Make of Gasoline
Farm Tires	☐					MAIL THIS STUB TO SALES OPERATING DEPT. AKRON, OHIO
Industrial Tires	☐					
Repair Material and Camelback	☐					Type or print plainly — Use reverse side for additional information if needed.
Batteries	☐					

B. F. Goodrich Tire Dealer Franchise

AGREEMENT made and entered into, at the place and on the date of acceptance shown below, between the undersigned DEALER and THE B. F. GOODRICH COMPANY, with general business offices at Akron, Ohio, wherein it is mutually agreed as follows:

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Passenger Car Tires
Truck & Bus Tires
Farm Tires
Industrial Tires
Batteries
Accessories & Repair Materials

The Dealer agrees to specialize in and aggressively promote the sale and distribution of such products, to equip his place of business suitable for the sale and service thereof and, if available, to carry a complete line in stock at all times in sufficient quantity to insure prompt service, recommending B. F. Goodrich products at all times and refraining from substituting other merchandise when B. F. Goodrich products are requested by the customer. The Dealer also agrees to encourage the specification of B. F. Goodrich tires as original equipment on commercial, industrial and farm vehicles and to help customers get the best results therefrom.

2. ADVERTISING: The Dealer agrees to properly maintain and to display prominently at its place of business all signs and to use all advertising materials supplied to it by B. F. Goodrich from time to time. The Dealer further agrees to display B. F. Goodrich products prominently in its salerooms and show windows, but not to exhibit such merchandise at any fair, show or other exhibit without first securing B. F. Goodrich's written consent.

3. ORDERS: All orders placed hereunder shall be in writing or, if placed by phone or wire, shall be supported later by written order, setting forth in detail the product, size, type or other description and quantity, and shall be subject to acceptance by B. F. Goodrich at its district office or warehouse, if and to the extent stock is available for delivery therefrom, or by B. F. Goodrich at its factory if delivery is to be made from the factory; provided, however, that no acceptance of any order, which when added to prior orders results in the total dollar amount of the Dealer's accumulated and unfilled purchases on order for any product being in excess of fifty per cent (50%) of the Dealer's purchases of such product during the preceding six months, shall be binding on B. F. Goodrich unless signed in writing at Akron, Ohio, by its General Manager of Tire Merchandising, or the General Manager of B. F. Goodrich Replacement Tire Sales.

4. PRICES: The Dealer agrees to pay, for all products delivered hereunder, the net prices, plus taxes and separate charges, if any, applicable to the Dealer as determined by B. F. Goodrich and in effect on the date of shipment.

5. TERMS: The Dealer will pay for all products delivered hereunder in accordance with the regular terms of payment in effect on the date of shipment. If the Dealer should fail to make any payment when due, or if the Company at any time should become dissatisfied as to the Dealer's financial responsibility, B. F. Goodrich may refuse to make further shipments hereunder except for cash and the payment in full of the Dealer's account or, if B. F. Goodrich so elects, it may terminate the Agreement without advance notice to the Dealer.

6. PRICE PROTECTION: In consideration of the Dealer's agreement to carry an adequate stock of tires, B. F. Goodrich agrees that if at any time during the term of this Agreement it should make any general downward revision in its recommended consumer list prices for tires concurrently with a decline in its net prices to the Dealer therefor (no price protection in case of revision in net prices, discounts, bonus or allowances to Dealers only), B. F. Goodrich will protect the Dealer in accordance with B. F. Goodrich's price protection policy in effect at the time of any such price revision. The Dealer agrees that any merchandise credit granted under such price protection policy shall be used on or before the December 31 next following the date of its allowance, and any portion of any such credit not so used shall be subject to cancellation by B. F. Goodrich. Price protection will not be allowed on any tires delivered to the Dealer in exchange for others returned by it, or on imperfect, discontinued or other tires purchased at special prices, B. F. Goodrich's decision as to what constitutes imperfect, discontinued, or other special priced tires to be final and conclusive.

7. DELIVERIES: All deliveries hereunder shall be made and title shall pass to the Dealer f.o.b. transportation facilities at point of shipment, otherwise, the terms of shipment shall be in accordance with B. F. Goodrich's regular policy in effect at the date of shipment. All orders accepted are subject to, and B. F. Goodrich shall not be liable for, any delay or failure to deliver when caused by fire, flood, accident, labor troubles, consequences of foreign or domestic wars, insurrections or riots, government orders or requirements, interruptions or shortages of fuel, raw materials, or transportation facilities, or other causes beyond its reasonable control, whether similar or dissimilar to those named. In the event B. F. Goodrich is unable, due to any of the foregoing contingencies or otherwise, to fulfill its total commitments to all customers, Dealer agrees to accept, as full and complete performance by B. F. Goodrich of its obligations hereunder, deliveries in accordance with such allocations as B. F. Goodrich may make.

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FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMPLAINT COUNSEL EXHIBIT NO. 128-D

B. F. Goodrich Associate Dealer Agreement

8. ADJUSTMENTS: All first-class B. F. Goodrich products are warranted to be free from defects in workmanship and material, and will be adjusted in accordance with B. F. Goodrich's guarantee and adjustment policy in effect on the date of resale to the consumer. The Dealer agrees to prepay all transportation charges on all products returned to B. F. Goodrich for adjustment. It is understood that this Agreement does not confer on the Dealer any authority to warrant any product sold hereunder, nor any authority to make adjustments on behalf of B. F. Goodrich except as set forth in B. F. Goodrich's guarantee and adjustment policy.

9. EXCHANGES: The Dealer agrees not to return for exchange or credit any product delivered hereunder without B. F. Goodrich's prior written approval. Upon the return of any product with B. F. Goodrich's approval, the Dealer agrees to prepay all transportation charges and accept credit therefor at the net invoiced price or the price in effect at the time such product is received by B. F. Goodrich, whichever is lower, less B. F. Goodrich's regular service charge then in effect to cover its cost of handling.

10. IDENTIFICATION: Title to all such signs furnished to the Dealer shall remain in B. F. Goodrich, regardless of whether the Dealer shares in the cost of the erection and maintenance or pays for the use thereof. On any termination of this Agreement, or upon request by B. F. Goodrich, the Dealer agrees to remove and return to B. F. Goodrich any or all such signs and, in the event of the Dealer's failure to do so, B. F. Goodrich may remove them without liability to the Dealer for trespass or damages to the premises or to the Dealer's business. The Dealer agrees to indemnify and save B. F. Goodrich harmless from any and all liability in connection with any such sign and related equipment, whether arising from its erection, installation, maintenance, use or otherwise.

11. DURATION: This Agreement shall become effective upon the date of B. F. Goodrich's acceptance in the place provided below and shall continue in full force and effect, except as hereinabove provided, until terminated by either party upon five (5) days' written notice to the other. Upon any such termination, B. F. Goodrich may refuse to accept any orders aggregating in excess of the average five (5) days' requirements of the Dealer based on deliveries to the Dealer hereunder during the preceding twelve (12) months or portion thereof in which the Agreement has been in effect. This termination, however, shall release the Dealer from its obligation to make payment in accordance with the provisions hereof for any merchandise delivered hereunder.

12. GENERAL: This Agreement, which supersedes and cancels all other contracts referring to the subject matter hereof, except the Dealer's obligation to make full payment for any merchandise purchased thereunder, HAS BEEN ENTERED INTO ONLY UNDER THE INDUCEMENTS AND REPRESENTATIONS HEREIN EXPRESSED AND SETS FORTH THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, with the exception of any applicable written Fair Trade Agreements providing for resale price maintenance under Fair Trade laws. This Agreement is personal to the parties hereto and neither it nor any rights arising out of it can be assigned or transferred by either party, either voluntarily or by operation of law, without the written consent of the other party.

This Agreement may be signed without observing of printed conditions under mentioned in its entirety for B. F. Goodrich by the General Manager of Tire Marketing, or by the General Manager, any Zone Manager, or any District Manager of B. F. Goodrich Replacement Tire Sales or by any Officer of B. F. Goodrich. Its provisions may be altered, waived or modified only in writing signed by the Dealer and by one of B. F. Goodrich's aforesaid managers or Officers, but no alteration, waiver or modification shall be effected by the routine acknowledgement or acceptance by B. F. Goodrich of an order containing additional or different conditions.

IN WITNESS WHEREOF, the parties hereto have signed and accepted this Agreement in duplicate, each of which shall be considered an original, by their respective officers or employees thereunto duly authorized.

Accepted at _____ _____ (Dealer)

this _____ day of _____ 19____ By _____

THE B. F. GOODRICH COMPANY _____

By _____ _____
District Manager, B. F. Goodrich Replacement Tire Sales — City — County — State

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Form 11413-B (5-5) Printed in U.S.A.

JAX 187

Commission's Exhibit 128E

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 128-E

B. F. Goodrich Associate Dealer Agreement

Date.....

AGREEMENT BETWEEN _____
(Insert Name of Key Dealer)

called "DEALER," and _____
(Insert Name of Associate Dealer)

_____
(Street Address) (City and State)

called "ASSOCIATE DEALER."

Associate Dealer will buy B. F. Goodrich products from Dealer at Dealer's prices and terms to its Associate Dealers generally, subject to change from time to time by Dealer and will specialize in and aggressively promote the sale of such products. Upon failure by Associate Dealer to make payments due, Dealer may at its option cancel this agreement or defer additional shipments hereunder until overdue accounts have been paid. Associate Dealer will refer claims for adjustment to Dealer and will not warrant merchandise purchased hereunder except in accordance with B. F. Goodrich standard warranty in effect at the time of purchase from Dealer.

Associate Dealer will display signs, display devices and advertising material referring to B. F. Goodrich products, and will remove all B. F. Goodrich identification, including all signs and advertising material, upon the termination of this agreement, returning all signs and advertising material to Dealer at that time.

This agreement shall become effective when signed by authorized representative of Dealer, and may be canceled at any time upon five (5) days' written notice by one party to the other. It is personal in character and not subject to assignment, and does not constitute Associate Dealer an agent for Dealer.

_____ (Dealer) _____ (Associate Dealer)

By.....

ASSOCIATE DEALER REC[illegible]

TO BE FILLED IN BY THE KEY DEALER

Date.....

Name of Associate Dealer.....

Town..... Zone..... County..... State.....

Est. yearly volume of Associate Dealer $..... Type of Dealer (Car agent, garage, filling station, etc.).....

Does [illegible]ock B. F. Goodrich?..... Does he have B. F. Goodrich identification?..... Is dealer to receive price information direct?.....

Name [illegible]y Dealer..... Address.....

Town..... County..... State.....

TO BE FILLED IN BY B. F. GOODRICH DISTRICT OFFICE

Do we have Contract Dealer in town in addition to this Associate Dealer?..... No. of other Associate Dealers.....

Cars in town (Associate Dealer)..... Est. yearly volume of Key Dealer..... Does this Associate Dealer satisfactorily close this town?.....

Signed—District Manager..... Name of Territory Manager.....

Mail one copy to Akron Dept. [illegible] dealer is to receive price information direct and retain one copy for district file.

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NOTE. USE REVERSE SIDE FOR REMARKS

[illegible] 9-30-42 LITHO. IN U. S. A.

JAX 188

Commission's Exhibit 129A

FEDERAL TRADE COMMISSION

DOCKET NO. 6485 EXHIBIT NO. 122-A

IN THE MATTER OF B. F. GOODRICH COMPANY July 9, 1956

DATE OCT 18 1956 WITNESS

ACE REPORTING CO., Official Reporter

By MONICK

B. F. GOODRICH COMPANY WAREHOUSES
AS OF JULY 5, 1956

LOCATION	STREET ADDRESS	CITY & STATE
FACTORY SHIPPING		
Akron, Ohio	500 E. Main Street	Akron 18, Ohio
Los Angeles, Calif.	5400 E. Olympic Blvd	Los Angeles, 22, Calif.
Miami, Okla.	P. O. Box 31	Miami, Oklahoma
Oaks, Pennsylvania	—	Oaks (Montgomery County) Pennsylvania
Tuscaloosa, Alabama	—	Tuscaloosa, Alabama
DISTRICT OFFICES (includes all Supplemental Warehouses)		
Albany, New York	1043 Broadway P. O. Box 1319	Albany 1, New York
Atlanta, Georgia	1721 DeKalb Ave., N.E.	Atlanta 6, Georgia
Birmingham, Alabama	101 South 12th Street	Birmingham 5, Alabama
Boston, Mass.	890 Commonwealth Avenue	Boston 15, Mass.
Buffalo, New York	1050 Main Street (Warehouse located at 79 Perry Street)	Buffalo 9, New York
Charlotte, N.C.	300 E. 7th Street P. O. Box 2755	Charlotte 1, N.C.
Chicago, Illinois	4646 W. Lake Street	Chicago 44, Illinois
Cincinnati, Ohio	5660 Wooster Pike	Cincinnati 27, Ohio
Columbus, Ohio	3770 Indianola Avenue P. O. Box 3507	Columbus 14, Ohio
Dallas, Texas	4400 Turtle Creek Blvd P. O. Box 6125	Dallas, 2, Texas
Denver, Colorado	2500 W. 6th Avenue P. O. Box 417	Denver 4, Colorado
Detroit, Michigan	5200 14th Street	Detroit 8, Michigan
Houston, Texas	3311 Canal Street P. O. Box 1401	Houston 3, Texas
Indianapolis, Indiana	1015 E. Michigan Street	Indianapolis, Indiana
Jacksonville, Florida	2252 Dennis Street P. O. Box 2430	Jacksonville, Florida
Kansas City, Kansas	830 Kindelberger Road	Kansas City 15, Kansas
Los Angeles, Calif.	2914 E. 44th Street Schedule - see below 3525 S. Garfield	Los Angeles, Calif.* Los Angeles 22, Calif.
Memphis, Tennessee	960 S. Bellevue Street P. O. Box 5667	Memphis 6, Tennessee
Milwaukee, Wisconsin	647 W. Virginia Street	Milwaukee 4, Wisconsin
Minneapolis, Minn.	411 N. Washington Ave.	Minneapolis, Minn.
New Orleans, La.	1104 S. Roman Street	New Orleans, La.
New York, N. Y.	230 Park Avenue (Warehouse located at 110 West End Avenue)	New York 17, N. Y.
Oklahoma City, Okla.	301 E. Hill Street	Oklahoma City, Okla.
Omaha, Nebraska	4425 N. 16th Street P. O. Box 1214	Omaha 12, Nebraska

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JAX 189

Commission's Exhibit 129B

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 129-B

LOCATION	STREET ADDRESS	CITY & STATE
Philadelphia, Pa.	955 E. Erie Avenue P. O. Box 4743	Philadelphia 24, Pa.
Pittsburgh, Pa.	5200 Penn Avenue	Pittsburgh 24, Pa.
St. Louis, Mo.	5051 Southwest Avenue	St. Louis 10, Mo.
Salt Lake City, Utah	651 W. Sixth South P. O. Box 1916	Salt Lake City, Utah
San Francisco, Calif.	1950 Army Street	S/F 24, Calif.
Seattle, Washington	91 Hanford Street	Seattle 4, Washington
Washington, D.C.	1112-18 19th St., N.W.	Washington, D.C.
WASTER WAREHOUSES		
Atlanta, Georgia	1721 DeKalb Ave., NE. P. O. Box 4509	Atlanta, Ga.
Chicago, Illinois	4646 W. Lake Street	Chicago 44, Illinois
Columbus, Ohio	3770 Indianola Avenue P. O. Box 3907	Columbus, 14, Ohio
Dallas, Texas	1400 Turtle Creek Blvd P. O. Box 6185	Dallas 2, Texas
Denver, Colorado	P. O. Box 417 2500 W. 8th Avenue	Denver 4, Colorado
Kansas City, Kansas	630 Kindelberger Road	Kansas City 15, Kansas
L/A., Calif.	3525 Garfield	Los Angeles 22, Calif.
Memphis, Tennessee	960 S. Bellevue St. P. O. Box 5497	Memphis 6, Tennessee
Phila. Pa.	955 E. Erie Ave	Philadelphia 34, Pa.
" "	5700 Tacony Street	" 24, Pa.
Portland, Oregon	3055 N. W. Yeon	Portland 10, Oregon
S/F., Calif.	1950 Army Street	S/F., 24, Calif.
W. Springfield, Mass.	933 Park Street P. O. Box 47	W. Springfield, Mass
SUPPLEMENTAL WAREHOUSES		
San Antonio, Texas	402 E. Commerce Street P. O. Box 419	San Antonio 5, Texas
Wichita, Kansas	902 E. Indianapolis St.	Wichita, Kansas
Phoenix, Arizona	P. O. Box 4454	Phoenix, Arizona
Billings, Montana	4001 Montana Ave., N.	Billings, Montana
Black Eagle (Great Falls) Montana	1027 Smelter Avenue	Black Eagle (Great Falls) Montana
Sacramento, Calif.	12th & "I" Sts	Sacramento 14, Calif.
Spokane, Wash.	915 N. Fallon Avenue	Spokane 6, Washington
Richmond, Va.	2800 N. Lombardy Street	Richmond, Va.
Grand Junction, Colorado	440 South Avenue	Grand Junction, Colorado
SUB-WAREHOUSES		
Garden City, Kansas	1003 W. Main Street (State Line Oil Co)	Garden City, Kansas
Des Moines, Iowa	207 Court Street (Des Moines Tire Co)	Des Moines, Iowa
Boise, Idaho	909 Bannock Street (Hill's)	Boise, Idaho
Redding, Calif.	2701 S. Market Street (Valley Tire Service)	Redding, Calif.

DEPARTMENT COUNSEL 7623

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JAX 190

Commission's Exhibit 190A

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 190-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 18 1956 WITNESS
ACE REPORTING CO., Official Reporter
By

MONTH BY MONTH TABULATION OF B. F. GOODRICH
SALES TO TEXACO OUTLETS FOR 1952

	Total	Tires & Tubes	Batteries	A & H Supplies
Jan.	860,836	687,895	84,901	88,040
Feb.	839,601	681,781	62,000	95,820
March	755,927	608,463	54,573	92,891
April	810,279	719,171	49,558	101,550
May	889,238	725,196	47,907	116,135
June	1,168,556	962,405	84,895	121,256
July	1,298,997	1,086,292	110,831	101,874
August	1,631,629	1,383,687	132,724	115,218
Sept.	1,317,902	1,038,867	141,738	137,297
Oct.	1,160,282	885,182	152,546	122,564
Nov.	1,046,263	768,752	134,683	142,828
Dec.	908,141	657,373	109,119	141,649

JAX 191

Commission's Exhibit 130B

FEDERAL TRADE COMMISSION
EXHIBIT NO. 6485 COMMISSION EXHIBIT NO. 130-B

MONTH BY MONTH TABULATION OF B. F. GOODRICH
SALES TO TEXACO OUTLETS FOR 1953

	Total	Tires & Tubes	Batteries	A & H Supplies
Jan.	1,234,820	1,068,662	77,905	88,253
Feb.	1,041,410	853,781	74,618	113,011
March	916,069	725,281	67,312	123,476
April	1,046,479	838,699	73,615	134,165
May	1,211,089	1,013,167	66,819	131,103
June	1,339,691	1,106,491	97,263	135,942
July	1,323,616	1,048,761	130,013	144,842
August	1,335,906	1,042,964	134,056	158,886
Sept.	1,472,540	1,168,262	152,879	151,399
Oct.	1,101,957	814,250	141,228	146,479
Nov.	1,010,217	686,004	151,851	172,362
Dec.	889,659	590,381	133,796	165,482

JAX 192

Commission's Exhibit 130C

130(c)

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 130-C

MONTH BY MONTH TABULATION OF B. F. GOODRICH
SALES TO TEXACO OUTLETS FOR 1954

	Total	Tires & Tubes	Batteries	A & H Supplies
Jan.	1,172,882	943,981	103,930	124,971
Feb.	1,103,161	857,201	99,877	146,083
March	946,147	733,600	66,059	146,488
April	1,049,494	837,352	63,344	148,798
May	1,209,071	976,168	79,343	153,560
June	1,482,070	1,200,943	98,455	182,672
July	1,373,366	1,094,096	118,418	160,852
August	1,355,998	1,015,691	152,497	187,810
Sept.	1,494,238	1,153,224	147,089	193,925
Oct.	1,219,178	875,854	156,831	186,493
Nov.	1,210,841	865,299	158,223	187,319
Dec.	1,204,563	851,214	145,445	207,904

JAX 193

Commission's Exhibit 130D

FEDERAL TRADE COMMISSION 130(d)
DOCKET NO. 6485 EXHIBIT NO. 130-D

MONTH BY MONTH TABULATION OF B. F. GOODRICH
SALES TO TEXACO OUTLETS FOR 1955

	Total	Tires & Tubes	Batteries	A & H Supplies
Jan.	1,230,460	994,411	101,702	134,347
Feb.	1,207,320	927,200	134,760	145,360
March	1,170,866	926,297	83,791	160,778
April	1,419,428	1,139,215	81,978	198,235
May	1,576,513	1,294,751	92,574	189,188
June	1,657,182	1,351,867	104,704	200,611
July	1,699,380	1,375,563	116,037	207,780
August	1,826,025	1,401,997	202,794	221,225
Sept.	1,587,635	1,164,521	192,043	231,080
Oct.	1,607,430	1,172,582	210,601	224,247
Nov.	1,446,977	992,279	199,270	255,428
Dec.	1,506,907	1,079,315	183,009	244,583

JAX 194

Commission's Exhibit 130E

FEDERAL TRADE COMMISSION \ 120(2)
DOCKET NO. 6485 COMMISSION'S EXHIBIT NO. 130-E

Month by Month Tabulation of B. F. Goodrich
Sales to Texaco Outlets for 1956

	Total	Tires & Tubes	Batteries	A & H Supplies
Jan.	1,297,404	969,403	134,336	193,665
Feb.	1,195,746	888,917	121,354	185,475
March	1,329,621	1,042,598	90,960	196,063
April	1,544,812	1,230,423	82,521	231,868
May	1,693,992	1,378,240	91,141	224,611
June	2,042,188	1,638,570	151,858	251,760

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Commission's Exhibit 132

CX 132

B. F. GOODRICH TIRE CO.

OIL COMPANY, SALES AND COMMISSION PAYMENTS

	Last Half 1953	1954	1955	6 Mos. Accum. 1956
The Texas Co.				
Total Commission Payments	621,921	1,310,738	1,597,800	807,532
Total Sales	7,133,895	14,821,009	17,936,123	9,103,763
Conoco				
Total Commission Payments	259,711	561,815	673,089	317,882
Total Sales	3,081,736	6,745,966	8,218,124	3,895,375
Jenney Mfg. Co.				
Total Commission Payments	17,750	41,423	46,509	22,164
Total Sales	179,149	416,963	475,046	251,900
Shell American				
Total Commission Payments	9,616	18,106	19,216	9,439
Total Sales	96,162	181,068	192,138	94,392
Ohio Oil				
Total Commission Payments	101,147	200,247	247,580	130,170
Total Sales	1,067,198	2,084,522	2,571,451	1,360,315
Emblem Co.				
Total Commission Payments	4,151	6,717	6,270	2,875
Total Sales	41,659	67,607	62,918	28,753
Grand Total Commission Payments	1,014,296	2,139,046	2,590,464	1,290,062
Grand Total Sales	11,599,799	24,317,135	29,455,800	14,734,498

Commission Payments taken from Dept. 0607 Summary Sheets
Commission Sales taken from 6145 Report

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 132
IN THE MATTER OF Goodrich
DATE 11/2/56 WITNESS —
ALL NATIONAL CO., Official Reporter
By [illegible]

7030

Commission's Exhibit 134A

1-4-61

B. F. GOODRICH TIRE COMPANY

OIL COMPANY SALES & COMMISSIONS - JANUARY 1955

16 errors

13 errors or 13½ errors

Texas Co.					
Sales of	$ 86,412	@ 5%	Commission		$ 4,320
Sales of	336,794	@ 7½%	Commission		25,260
Sales of	807,254	@ 10%	Commission		80,725
Total Sales	$ 1,230,460		Total Commission		$ 110,305
Continental Oil Co.					
Sales of	$ 61,000	@ 5%	Commission		$ 3,050
Sales of	308,156	@ 7½%	Commission		23,112
Sales of	234,793	@ 10%	Commission		23,479
Total Sales	$ 603,949		Total Commission		$ 49,641
Ohio Oil Co.					
Sales of	$ 11,115	@ 5%	Commission		$ 556
Sales of	3,680	@ 7½%	Commission		276
Sales of	168,051	@ 10%	Commission		16,805
Total Sales	$ 182,846		Total Commission		$ 17,637
Jenney Mfg. Co.					
Sales	$ 447	@ 7½%	Commission		$ 33
	42,465	@ 10%	Commission		4,247
Total Sales	$ 42,912		Total Commission		$ 4,280
Shell American					
Sales of	$ 15,847	@ 10%	Commission		$ 1,585
Total Sales	15,847		Total Commission		$ 1,585

FEDERAL TRADE COMMISSION
DOCKET NO. 4485 COMPLAINT EXHIBIT NO. 134A
IN THE MATTER OF Goodrich
DATE 11/7/57 WITNESS
ACE REPORTING CO., Official Reporter
By Flm

7632

JAX 197

Commission's Exhibit 134B

134 (B)

- 2 -

B. F. GOODRICH TIRE COMPANY

OIL COMPANY SALES & COMMISSIONS - JANUARY 1955

Emblem Co.

Sales of	$ 19	@ 5%	Commission	$	1
Sales of	51	@ 7½%	Commission		4
Sales of	2,993	@ 10%	Commission		299
Total Sales	$ 3,063		Total Commission	$	304

Total - All Oil Companies

Sales of	$ 158,546	@ 5%	Commission	$	7,927
Sales of	649,128	@ 7½%	Commission		48,685
Sales of	1,271,403	@ 10%	Commission		127,140
Total Sales	2,079,077		Total Commission	$	183,752

FEDERAL TRADE COMMISSION
DOCKET 6475 EXHIBIT 134B

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JAX 198

Commission's Exhibit 134C

134(c)

~~#6~~

B. F. GOODRICH TIRE COMPANY

OIL COMPANY SALES & COMMISSIONS - JUNE 1955

Texas Co.

Sales of	$ 126,071	@ 5%	Commission	$ 6,304
Sales of	425,556	@ 7½%	Commission	31,917
Sales of	1,105,555	@ 10%	Commission	110,555
Total Sales	$1,657,182		Total Commission	$148,776

Continental Oil Co.

Sales of	$ 110,060	@ 5%	Commission	$ 5,503
Sales of	358,542	@ 7½%	Commission	26,891
Sales of	309,509	@ 10%	Commission	30,951
Total Sales	$ 778,111		Total Commission	$ 63,345

Ohio Oil Co.

Sales of	$ 16,848	@ 5%	Commission	$ 842
Sales of	4,764	@ 7½%	Commission	357
Sales of	231,480	@ 10%	Commission	23,148
Total Sales	$ 253,092		Total Commission	$ 24,347

Jenney Mfg. Co.

Sales of	$ 236	@ 7½%	Commission	$ 18
Sales of	42,858	@ 10%	Commission	4,286
Total Sales	$ 43,094		Total Commission	$ 4,304

Shell American

Sales of	$ 19,325	@ 10%	Commission	$ 1,932
Total Sales	$ 19,325		Total Commission	$ 1,932

Eubles Co.

Sales of	$ 6,833	@ 10%	Commission	$ 683
Total Sales	$ 6,833		Total Commission	$ 683

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 RECEIVED 1WC

7634

1349

B. F. GOODRICH TIRE COMPANY

OIL COMPANY SALES & COMMISSIONS - JUNE 1955

Total - All Oil Companies

Sales of	$ 252,979	@	5%	Commission	$ 12,649
Sales of	789,098	@	7½%	Commission	59,183
Sales of	1,715,560	@	10%	Commission	171,555
Total Sales	$ 2,757,637			Total Commission	$ 243,387

FEDERAL TRADE COMMISSION
DOCKET NO. 4855 COMM'S EXHIBIT NO. 1349

JAX 200

Commission's Exhibit 134E

134

B. F. GOODRICH TIRE COMPANY

OIL COMPANY SALES & COMMISSIONS - DECEMBER 1955

Texas Co.

Sales of	$ 24,830	@	2½% Commission	$ 621
Sales of	93,307	@	5% Commission	4,665
Sales of	404,094	@	7½% Commission	30,307
Sales of	984,676	@	10% Commission	98,468
Total Sales	$ 1,506,907		Total Commission	$ 134,061

Continental Oil Co.

Sales of	$ 23,885	@	2½% Commission	$ 597
Sales of	82,983	@	5% Commission	4,149
Sales of	318,949	@	7½% Commission	23,921
Sales of	243,963	@	10% Commission	24,396
Total Sales	$ 669,780		Total Commission	$ 53,063

Ohio Oil Co.

Sales of	$ 761	@	2½% Commission	$ 19
Sales of	6,980	@	5% Commission	349
Sales of	2,975	@	7½% Commission	223
Sales of	170,878	@	10% Commission	17,088
Total Sales	$ 181,594		Total Commission	$ 17,679

Jenney Mfg. Co.

Sales of	$ 11,628	@	2½% Commission	$ 291
Sales of	655	@	7½% Commission	49
Sales of	32,268	@	10% Commission	3,227
Total Sales	$ 44,551		Total Commission	$ 3,567

Shell American Oil Co.

Sales of	$ 12,323	@	10% Commission	$ 1,232
Total Sales	$ 12,323		Total Commission	$ 1,232

FEDERAL TRADE COMMISSION
MAIL 6485 ____ 1312

7636

JAX 201

Commission's Exhibit 134F

134 f

- 2 -

B. F. GOODRICH TIRE COMPANY

OIL COMPANY SALES & COMMISSIONS - DECEMBER 1955

Esblen Oil Co.

Sales of	$ 3,108	@ 10%	Commission		$ 311
Total Sales	$ 3,108		Total Commission		$ 311

Total - All Oil Companies

Sales of	$ 61,104	@ 2½%	Commission	$ 1,528
Sales of	183,270	@ 5%	Commission	9,163
Sales of	726,673	@ 7½%	Commission	54,500
Sales of	1,447,216	@ 10%	Commission	144,722
Total Sales	$ 2,418,263		Total Commission	$ 209,913

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 134F

JAX 202

Commission's Exhibit 136

CX 126

B. F. GOODRICH TIRE COMPANY

The number of Oil Company Outlets served by B. F. Goodrich Tire Company on whose purchases commission paid.

	As of 12/31/53	As of 12/31/54	As of 12/31/55	As of 6/30/56
The Texas Co.				
Direct				
Factory or District	872	868	843	838
Through BFGS	653	824	965	1,159
Indirect				
Through Distributors	1,664	2,172	2,636	2,926
Total Outlets	3,189	3,864	4,444	4,923
Continental Oil Co.				
Direct				
Factory or District	404	503	486	491
Through BFGS	132	176	219	258
Indirect				
Through Distributors	525	593	803	700
Total Outlets	1,861	1,272	1,508	1,449
Ohio Oil Co.				
Direct				
Factory or District	100	122	77	71
Through BFGS	302	326	439	431
Indirect				
Through Distributors	192	218	288	336
Total Outlets	594	666	804	838
Jenney Mfg.				
Direct				
Factory or District	20	18	14	12
Through BFGS	40	43	39	45
Indirect				
Through Distributors	78	127	148	123
Total Outlets	138	188	201	180
Shell American				
Direct				
Factory or Direct	22	22	17	10
Through BFGS	27	27	25	35
Indirect				
Through Distributors	4	17	18	21
Total Outlets	53	66	60	66
***Emblem Oil Co.**				
Direct				
Factory or District	2	3	-	-
Through BFGS	5	6	10	10
Indirect				
Through Distributors	23	-	15	14
Total Outlets	30	9	25	24

Does not include associate or sub-dealers of our contract oil companies' jobbers or distributors on whose purchases we pay commission.

* Emblem Oil Co. account not established until August 1953.

FEDERAL TRADE COMMISSION
DOCKET 6905 EXHIBIT 136
IN THE MATTER OF Goodrich
DATE 4/2/57 WITNESS
ACE REPORTING CO., Official Reporters
By

THE B. F. GOODRICH COMPANY

The number of Texas Oil Company Outlets served by The B. F. Goodrich Company on whose purchases Commission was paid

The Texas Co.	As of 12/31/46	As of 12/31/47	As of 12/31/48	As of 12/31/49	As of 12/31/50	As of 12/31/51	As of 12/31/52	As of 6/30/53
Direct								
Factory or District	N.A.	N.A.	N.A.	N.A.	840	966	989	1,015
Through BFGS	N.A.	N.A.	N.A.	N.A	479	536	546	595
Indirect								
Through Distributors	N.A.	N.A.	N.A.	N.A.	438	743	1,228	1,390
Total Outlets	N.A.	967	1,508	1,696	*1,974	2,245	2,763	3,000

* Philadelphia Zone failed to furnish data in 1950 relative to number of active outlets served.

R

JAX 204

Commission's Exhibit 138

FEDERAL TRADE COMMISSION
DOCKET 8735 EXH. NO. 138 138
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE OCT 18 1956 WITNESS
ACE REPORTING CO., Official Reporter
By MONICK

THE B. F. GOODRICH COMPANY

TEXAS OIL COMPANY SALES AND COMMISSION PAYMENTS

Date	Total Commission Payments	Total Sales
1946	N.A.	$ 5,409,495
1947	N.A.	7,544,325
1948	$ 712,744	8,735,215
1949	673,863	8,401,775
1950	955,753	11,920,724
1951	933,830	11,405,718
1952	1,092,128	12,747,661
6 mos. accum. 1953	583,959	6,789,563

Commission payments for years 1951 to 1953 (6-mos.) inc. taken from Dept, 0607 summary sheets.

Commission payments for years 1946 to 1950 inc. taken from Dept. 9290 sales records.

JAX 205

Commission's Exhibit 142A

B. F. GOODRICH T.B.A. DISTRIBUTORS AND SUPPLY POINTS

City of Chicago and Suburbs (Cook County)

Supply Point & Address	Texas	Continental	Ohio	Shell American	Others
Biltmore Tire Company 2011 West Division Chicago, Illinois	X (82)	X (11)			X
Lincoln Petroleum Company 3845 Milwaukee Avenue Chicago, Illinois	X (2)	X (5)			
Gardner & Kienzle 6812 South Ashland Chicago, Illinois	X (91)	X (10)			X
Bohnett Oil Company 8159 Wallace Street Chicago, Illinois	X (1)	X (9)			
W. H. Lamble, Inc. 7925 South Exchange Chicago, Illinois	X (55)	X (10)			X
Kenrose Automotive 120 East 111th Street Chicago, Illinois	X (13)				X
Edlen Automotive & Supply 8 Chicago Avenue Hinsdale, Illinois	X (24)	X (1)			X
Schimming Oil Company Mt. Prospect, Illinois	X (4)	X (1)			
Pavlik Brothers Kenilworth, Illinois	X (1)				X
Niemiec & Grelecki Calumet City, Illinois	X (35)	X (12)			X
General Gas & Oil Company 3114 West Fillmore Chicago, Illinois	X (7)				
Wholesale Oil Company 1220 North Branch Chicago, Illinois		X (19)			

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 142-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE JAN 14 1957 REPORTER CARLSON
ACE REPORTING CO., Official Reporter
by MCNICK

(over)

JAX 306

Commission's Exhibit 142B

142 G1

Page 2 continued:
B. F. GOODRICH T.B.A. DISTRIBUTORS AND SUPPLY POINTS
City of Chicago and Suburbs (Cook County)

Supply Point & Address	Texas	Continental	Ohio	Shell American	Others
BFGS 13000 So. Western Ave. Blue Island, Illinois	X (3)	X (1)			X
BFGS 1437 East Emerald Ave. Chicago Heights, Illinois	X (11)	X (1)			X
BFGS 6215 Cottage Grove Ave. Chicago, Illinois		X (1)			
Chicago Tire Company 850 West Washington Blvd. Chicago, Illinois (BFGS)	X (2)	X (1)			X
BFGS 409-411 N. Harlem Avenue Oak Park, Illinois	X (8)				

FEDERAL TRADE COMMISSION
EXHIBIT 6485 142-B
B. F. GOODRICH COMPANY

Commission's Exhibit 148A

CX 148a

SURVEY - TEXACO SERVICE STATIONS ONLY

Trade Name Accounts surveyed - 26

Operator's Name Number of these accounts not leasing from Texas - 3

Street Address and Town

Petroleum Products Handled All Texaco Any Other 1- Q. S. oil 1- Pennzoil

Approximately how much business do we get from them per month?

	YES	NO
Do we sell this account spark plugs?	3 part 4	20
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?	5 part 3	18
If so, approximate percentage of their requirements?		
Do we sell this account batteries?	2 part 2	22
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?	4 part 4	18
If so, approximate percentage of their requirements?		
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	1 part 6	19
If so, approximate percentage of their requirements?		
Do we sell this account anti-freeze?	1 part 11	13
If so, approximate percentage of their requirements?		

How often do you call on this account? from once EACH week to monthly

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements?

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive?

FEDERAL TRADE COMMISSION
DOCKET NO 6485 EXHIBIT NO. 148-A
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE JAN 16 1957 WITNESS TRAUCHT
ACE REPORTING CO., Official Reporter
By MONICK

Remarks, If any:

JAX 208

Commission's Exhibit 148B

(7708)

SURVEY—TEXACO SERVICE STATIONS ONLY

Trade Name—Wilmette Texaco

Operator's Name—Wm. Luby

Street Address and Town—803 Greenbay Rd. Wilmette, Ill.

Petroleum Products Handled—Texaco Any Other—No

Approximately how much business do we get from them per month?—$75.00

	Yes	*No*
Do we sell this account spark plugs?		√
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?		√
If so, approximate percentage of their requirements?		
Do we sell this account batteries?		√
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?		√
If so, approximate percentage of their requirements?		
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?		√
If so, approximate percentage of their requirements?		
Do we sell this account anti-freeze?		√
If so, approximate percentage of their requirements?		

How often do you call on this account? Weekly

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements? Biltmore Tire & Battery

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive? 25%

Remarks, if any: Texaco suggest they purchase above from Biltmore Tire. Present operator has lease for approx. six months. Stocks our DR-AL. Holly. Mufflers, Tail Pipes, Dole Stats.

JAX 209

Commission's Exhibit 148C

(7709)

SURVEY—TEXACO SERVICE STATIONS ONLY

Trade Name—Ritts Texaco Service

Operator's Name—Ross Rittenhouse Jr.

Street Address and Town—29th & Sheridan Zion Ill

Petroleum Products Handled—Texaco. Any Other—Quaker State

Approximately how much business do we get from them per month?—$50.00

	Yes	*No*
Do we sell this account spark plugs?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account oil filter elements?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account batteries?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account rubber products, such as fan belts, hose, etc.?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account anti-freeze?	———	√
If so, approximate percentage of their requirements?	———	

How often do you call on this account? once a week

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements? Firestone T B A for Texaco station

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive? 15%

Remarks, if any: He buys only P.T. Anti-Freeze & Firestone Filters etc. He put Quaker State under cover so Texaco Co. men cannot see it.

JAX 210

Commission's Exhibit 148D

(7710)

SURVEY—TEXACO SERVICE STATIONS ONLY

Trade Name—Jims Texaco Service

Operator's Name—James Houlb

Street Address and Town—Grand & 63 Gurnee Ill

Petroleum Products Handled—Texaco. Any Other—None

Approximately how much business do we get from them per month?—$75.00

	Yes	*No*
Do we sell this account spark plugs?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account oil filter elements?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account batteries?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account rubber products, such as fan belts, hose, etc.?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account anti-freeze?	√	———
If so, approximate percentage of their requirements?	2 cases	
How often do you call on this account?	once a week	
If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements?	B F Goodrich T. B. A. on Batt. etc	
Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive?	10%	

Remarks, if any: This is a New Station just Leased by James Houlb

JAX 211

Commission's Exhibit 148E

148-E

SURVEY - TEXACO SERVICE STATIONS ONLY

148-E

FEDERAL TRADE COMMISSION
EXHIBIT 6485 CASE NO.

Trade Name [illegible]

Operator's Name [illegible]

Street Address and Town [illegible] Street Washington, Md

Petroleum Products Handled [illegible] Any Other

Approximately how much business do we get from them per month? $275.00

	YES	NO
Do we sell this account spark plugs?	✓	
If so, approximate percentage of their requirements?	100 per [illegible]	
Do we sell this account oil filter elements?		✓
If so, approximate percentage of their requirements?		
Do we sell this account batteries?		✓
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?		✓
If so, approximate percentage of their requirements?		
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	✓	
If so, approximate percentage of their requirements?	25%	
Do we sell this account anti-freeze?		
If so, approximate percentage of their requirements?		

How often do you call on this account? once a week

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements? [illegible] Butt & [illegible] TBA [illegible] from Good Rich

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive? 70%

Remarks, if any:

7711

JAX 212

Commission's Exhibit 148F

(7712)

SURVEY—TEXACO SERVICE STATIONS ONLY

Trade Name—Steve Texaco Service

Operator's Name—

Street Address and Town—22st &

Petroleum Products Handled—Texaco. Any Other—

Approximately how much business do we get from them per month?—$15.00

	Yes	*No*
Do we sell this account spark plugs?	____	√
If so, approximate percentage of their requirements?	____	
Do we sell this account oil filter elements?	____	√
If so, approximate percentage of their requirements?	____	
Do we sell this account batteries?	____	√
If so, approximate percentage of their requirements?	____	
Do we sell this account rubber products, such as fan belts, hose, etc.?	____	√
If so, approximate percentage of their requirements?	____	
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	____	√
If so, approximate percentage of their requirements?	____	
Do we sell this account anti-freeze?	√	____
If so, approximate percentage of their requirements?	2%	
How often do you call on this account?	once a week	
If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements?	B. F. Goodrich TBA	
Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive?	10%	

Remarks, if any:—He buys from us when nobody else has it.

JAX 213

Commission's Exhibit 148G

(7713)

SURVEY—TEXACO SERVICE STATIONS ONLY

Trade Name—Renick Texaco

Operator's Name—Joe Renick

Street Address and Town—Lewis & Belivdere

Petroleum Products Handled—Texaco. Any Other—None

Approximately how much business do we get from them per month?—100.00

	Yes	*No*
Do we sell this account spark plugs?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account oil filter elements?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account batteries?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account rubber products, such as fan belts, hose, etc.?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account anti-freeze?	√	———
If so, approximate percentage of their requirements?	10%	
How often do you call on this account?	twice a month	
If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements?	B F Goodrich TBA	
Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive?	25%	

Remarks, if any:—We sell him most of small parts, for Mechanic work

JAX 214

Commission's Exhibit 148H

148-H

SURVEY - TEXACO SERVICE STATIONS ONLY

FEDERAL TRADE COMMISSION
DOCKET NO 6485 EXHIBIT NO. 148-H

Trade Name SAGE TEXACO SERVICE

Operator's Name LAND SAGE

Street Address and Town GREENWOOD & SHERIDAN

Petroleum Products Handled TEXACO Any Other NONE

Approximately how much business do we get from them per month? _____

	YES	NO
Do we sell this account spark plugs?		✓
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?		✓
If so, approximate percentage of their requirements?		
Do we sell this account batteries?		✓
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?		✓
If so, approximate percentage of their requirements?		
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?		✓
If so, approximate percentage of their requirements?		
Do we sell this account anti-freeze?		✓
If so, approximate percentage of their requirements?		
How often do you call on this account?		
If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements?	GF Goodrich TBA System	
Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive?	3%	

Remarks, If any: _____

7714

Commission's Exhibit 148I

(7715)

SURVEY—TEXACO SERVICE STATIONS ONLY

Trade Name—Fuller's Texaco Service

Operator's Name—Art Fuller

Street Address and Town—Grand & McAree Rd

Petroleum Products Handled—Texaco. Any Other—None

Approximately how much business do we get from them per month?—None

	Yes	*No*
Do we sell this account spark plugs?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account oil filter elements?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account batteries?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account rubber products, such as fan belts, hose, etc.?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account anti-freeze?	———	√
If so, approximate percentage of their requirements?	———	

How often do you call on this account? once a month

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements? B F Goodrich TBA

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive? 15%

Remarks, if any:—He does not like Lake County Auto Parts

JAX 216

Commission's Exhibit 148J

(7716)

SURVEY—TEXACO SERVICE STATIONS ONLY

Trade Name—Polze Bros

Operator's Name—Chas & Ernst Polze

Street Address and Town—Main St Antioch, Ill

Petroleum Products Handled—Texaco. Any Other—Pennzoil

Approximately how much business do we get from them per month?—

	Yes	*No*
Do we sell this account spark plugs?	____	√
If so, approximate percentage of their requirements?	____	
Do we sell this account oil filter elements?	____	√
If so, approximate percentage of their requirements?	____	
Do we sell this account batteries?	____	√
If so, approximate percentage of their requirements?	____	
Do we sell this account rubber products, such as fan belts, hose, etc.?	____	√
If so, approximate percentage of their requirements?	____	
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	____	√
If so, approximate percentage of their requirements?	____	
Do we sell this account anti-freeze?	____	√
If so, approximate percentage of their requirements?	____	

How often do you call on this account? — I haven't called on this acc for 18 months

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements? — Firestone TBA

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive? — 10%

Remarks, if any:—The only thing th[illegible] from Jobbers, is fast Parts such as Muffler pipes Nothing in the TBA lin[illegible]

JAX 217

Commission's Exhibit 148K

(7717)

SURVEY—TEXACO SERVICE STATIONS ONLY

Trade Name—Wipper Corner's

Operator's Name—C. A. Wipper

Street Address and Town—Route 120 Aarnsville

Petroleum Products Handled—Texaco. Any Other—None

Approximately how much business do we get from them per month?—None

	Yes	*No*
Do we sell this account spark plugs?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account oil filter elements?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account batteries?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account rubber products, such as fan belts, hose, etc.?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	———	√
If so, approximate percentage of their requirements?	———	
Do we sell this account anti-freeze?	———	√
If so, approximate percentage of their requirements?	———	

How often do you call on this account? Called every week for 1 yer no sales made

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements? Has TBA S & S & Wagon Jobbers

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive? 5%

Remarks, if any:—He buys though Texaco, BF Goodrich TBA He does no Mechanic Work at All just gas & add Oil.

SURVEY - TEXACO SERVICE STATIONS ONLY

Trade Name DEMARTINO BRIFORD TEXACO

Operator's Name C. W. BAUMANN

FEDERAL TRADE COMMISSION
DOCKET NO. 8485
148-L

Street Address and Town 4000 DEXTER

Petroleum Products Handled TEXACO Any Other ✓

Approximately how much business do we get from them per month? 90.00

	YES	NO
Do we sell this account spark plugs?	Part	
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?	✓	
If so, approximate percentage of their requirements?		
Do we sell this account batteries?	Part	
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?		✓
If so, approximate percentage of their requirements?		
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	✓	
If so, approximate percentage of their requirements?		
Do we sell this account anti-freeze?	✓	
If so, approximate percentage of their requirements?		

How often do you call on this account? 2 WEEKS

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements? BILTMORE TIRE WAGON PEDDLERS

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive? 60%

Remarks, if any:

7718

Complainant's Exhibit 148-M

148-M

SURVEY - TEXACO SERVICE STATIONS ONLY

148

FEDERAL TRADE COMMISSION

Trade Name BILL'S TEXACO SERVICE

Operator's Name BILL JURKEVICH

Street Address and Town 12 4/2 WILKSON RD GLENVIEW

Petroleum Products Handled TEXACO Any Other

Approximately how much business do we get from them per month? 500

	YES	NO
Do we sell this account spark plugs?		✓
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?		✓
If so, approximate percentage of their requirements?		
Do we sell this account batteries?		✓
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?		✓
If so, approximate percentage of their requirements?		
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?		✓
If so, approximate percentage of their requirements?		
Do we sell this account anti-freeze?		✓
If so, approximate percentage of their requirements?		

How often do you call on this account? 2 WEEKS

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements? TEXACO COMPANY & JOBBER'S

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive?

Remarks, if any: GOODYEAR - AUTOLITE - PHILCO

7713

JAX 220

Commission's Exhibit 148N

148-N

SURVEY - TEXACO SERVICE STATIONS ONLY

Trade Name CRINER'S SERVICE TEXACO

Operator's Name MIKE GRUM

Street Address and Town 1555 CADIZ RD.

Petroleum Products Handled [illegible] Any Other

FEDERAL TRADE COMMISSION
DOCKET NO. 8485 EXHIBIT NO. 148

Approximately how much business do we get from them per month? 30.00

	YES	NO
Do we sell this account spark plugs?		✓
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?	Part	
If so, approximate percentage of their requirements?	10%	
Do we sell this account batteries?		✓
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?	Part	
If so, approximate percentage of their requirements?	10%	
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?		✓
If so, approximate percentage of their requirements?		
Do we sell this account anti-freeze?	Part	
If so, approximate percentage of their requirements?	10%	

How often do you call on this account? Weekly

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements? TEXACO-SOURCE

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive? 20%

Remarks, if any:

7720

Commission's Exhibit 1480 JAX 221 148-0

SURVEY - TEXACO SERVICE STATIONS ONLY

Trade Name SWIFTY'S - TEXACO

FEDERAL TRADE COMMISSION
DOCKET NO. 8485 EXHIBIT NO. 148-c

Operator's Name

Street Address and Town 1201 MCDONNELL EVANSTON

Petroleum Products Handled TEXACO Any Other VE

Approximately how much business do we get from them per month? 65000

	YES	NO
Do we sell this account spark plugs?	✓	
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?	✓	
If so, approximate percentage of their requirements?		
Do we sell this account batteries?	✓	
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?	✓	
If so, approximate percentage of their requirements?		
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	Part	
If so, approximate percentage of their requirements?		
Do we sell this account anti-freeze?	Part	
If so, approximate percentage of their requirements?		
How often do you call on this account?	weekly	
If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements?		
Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive?	80%	

Remarks, If any:

7721

JAX 222

Commission's Exhibit 148P

148-P

SURVEY - TEXACO SERVICE STATIONS ONLY

FEDERAL TRADE COMMISSION
DOCKET NO. 8485 EXHIBIT NO. 148-P.

Trade Name PAT'S TEXACO

Operator's Name 3

Street Address and Town 300 [illegible] BILL

Petroleum Products Handled [illegible] Any Other NO

Approximately how much business do we get from them per month? 40.00

	YES	NO
Do we sell this account spark plugs?		✓
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?		✓
If so, approximate percentage of their requirements?		
Do we sell this account batteries?	✓	
If so, approximate percentage of their requirements?	50%	
Do we sell this account rubber products, such as fan belts, hose, etc.?	Part	
If so, approximate percentage of their requirements?	5%	
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	Part	
If so, approximate percentage of their requirements?	5%	
Do we sell this account anti-freeze?	✓	
If so, approximate percentage of their requirements?	10%	

How often do you call on this account? weekly

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements? wagon jobber

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive? 50%

Remarks, if any:

FTC

JAX 223

Commission's Exhibit 1490 JAX 223 148-2

E

SURVEY - TEXACO SERVICE STATIONS ONLY

Trade Name KIRCHER-TEXACO

Operator's Name JOHN-KIRCHER

Street Address and Town DEMASTER, AUSTIN, MURTON DRIVE

FEDERAL TRADE COMMISSION
EXHIBIT IN CASE
148-

Petroleum Products Handled TEXAS Any Other

Approximately how much business do we get from them per month? none

	YES	NO
Do we sell this account spark plugs?		✓
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?		✓
If so, approximate percentage of their requirements?		
Do we sell this account batteries?		✓
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?		✓
If so, approximate percentage of their requirements?		
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?		✓
If so, approximate percentage of their requirements?		
Do we sell this account anti-freeze?		✓
If so, approximate percentage of their requirements?		

How often do you call on this account? monthly

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements?

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive?

Remarks, If any: RUY'S TRANSMISSION AUTO PARTS WHOLESALERS

7723

SURVEY - TEXACO SERVICE STATIONS ONLY

FEDERAL TRADE COMMISSION
DOCKET NO. 8485 EXHIBIT NO. 148-A

Trade Name Diamond Texaco Inc

Operator's Name [illegible]

Street Address and Town 307 S Nebraska Kirksville

Petroleum Products Handled Texaco Any Other No

Approximately how much business do we get from them per month? $50.00

	YES	NO
Do we sell this account spark plugs?		✓
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?	✓	
If so, approximate percentage of their requirements?	10%	
Do we sell this account batteries?		✓
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?		✓
If so, approximate percentage of their requirements?		
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?		✓
If so, approximate percentage of their requirements?		
Do we sell this account anti-freeze?	✓	
If so, approximate percentage of their requirements?	5%	

How often do you call on this account?

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements?

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive? 40%

Remarks, if any:

7721

JAX 225

Commission's Exhibit 148S

148-S

SURVEY - TEXACO SERVICE STATIONS ONLY

Trade Name Sid's Sun Stat.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 140-S

Operator's Name Sid Kiefer

Street Address and Town 500 N. Milwaukee Lebanyville

Petroleum Products Handled Texaco Any Other No

Approximately how much business do we get from them per month? Estimate 50.00

	YES	NO
Do we sell this account spark plugs?		✓
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?		✓
If so, approximate percentage of their requirements?		
Do we sell this account batteries?		✓
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?	✓	
If so, approximate percentage of their requirements?	5%	
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?		✓
If so, approximate percentage of their requirements?		
Do we sell this account anti-freeze?	✓	
If so, approximate percentage of their requirements?	10%	
How often do you call on this account?		
If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements?		
Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive?	30%	

Remarks, if any:

JAX 226

Commission's Exhibit 148T

(7726)

SURVEY—TEXACO SERVICE STATIONS ONLY

Trade Name—Herb's Texaco Service

Operator's Name—H. Bolt

Street Address and Town—825 Noges St.

Petroleum Products Handled—Texaco. Any Other—No.

Approximately how much business do we get from them per month?—30.00.

	Yes	*No*
Do we sell this account spark plugs?	____	√
If so, approximate percentage of their requirements?	____	
Do we sell this account oil filter elements?	____	√
If so, approximate percentage of their requirements?	____	
Do we sell this account batteries?	____	√
If so, approximate percentage of their requirements?	____	
Do we sell this account rubber products, such as fan belts, hose, etc.?	√	____
If so, approximate percentage of their requirements?	90%	
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	____	√
If so, approximate percentage of their requirements?	____	
Do we sell this account anti-freeze?	____	√
If so, approximate percentage of their requirements?	____	
How often do you call on this account?	Twice monthly	
If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements?	Biltmore Tires & other Jobbers	
Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive?	30%	

Remarks, if any:—Leased Station, new operator about 3 months. Stocks our DR-AL—Holly. also above checked yes

JAX 227

Commission's Exhibit 148U

(7727)

SURVEY—TEXACO SERVICE STATIONS ONLY

Trade Name—Maday Bros.

Operator's Name—Loyd—Larry—Maday.

Street Address and Town—1825 Central St.

Petroleum Products Handled—Texaco. Any Other—No.

Approximately how much business do we get from them per month?—575.00

	Yes	*No*
Do we sell this account spark plugs?	√	———
If so, approximate percentage of their requirements?	95%	
Do we sell this account oil filter elements?	√	———
If so, approximate percentage of their requirements?	100%	
Do we sell this account batteries?	√	———
If so, approximate percentage of their requirements?	100%	
Do we sell this account rubber products, such as fan belts, hose, etc.?	√	———
If so, approximate percentage of their requirements?	100%	
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	√	———
If so, approximate percentage of their requirements?	75%	
Do we sell this account anti-freeze?	√	———
If so, approximate percentage of their requirements?	100%	
How often do you call on this account?	Weekly	
If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements?	———	
Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive?	90%	

Remarks, if any:—above operators lease from owner of property & Station, Stock AL-DR Holly. Stat. Bulbs. Above in business at above approx. 5 yrs. Bal of Plugs stocked are AL-Phamd.

Commission's Exhibit 148V

148-V

SURVEY - TEXACO SERVICE STATIONS ONLY

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 ITEM NO. 148-V

Trade Name Everett Garage

Operator's Name Walter Loefer

Street Address and Town Waukegan Rd Lake Forest Ill.

Petroleum Products Handled Texaco Any Other

Approximately how much business do we get from them per month? 9400

	YES	NO
Do we sell this account spark plugs?		X
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?	X	
If so, approximate percentage of their requirements?	100%	
Do we sell this account batteries?		X
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?	X	
If so, approximate percentage of their requirements?	100%	
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?		X
If so, approximate percentage of their requirements?		
Do we sell this account anti-freeze?	X	
If so, approximate percentage of their requirements?	50%	

How often do you call on this account? every week

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements?

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive? 75%

Remarks, If any: this is an independant Repair shop with texaco gas

7728

JAX 229

Commission's Exhibit 148W

148-W

SURVEY - TEXACO SERVICE STATIONS ONLY

FEDERAL TRADE COMMISSION
DOCKET NO 6485 COMMISSION EXHIBIT NO. 148-W

Trade Name Leo's Service Station

Operator's Name Leo Bernardi

Street Address and Town 148 Greenbay Rd.

Petroleum Products Handled Texaco Any Other

Approximately how much business do we get from them per month? 70.00

	YES	NO
Do we sell this account spark plugs?		X
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?		X
If so, approximate percentage of their requirements?		
Do we sell this account batteries?		X
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?		X
If so, approximate percentage of their requirements?		
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?		X
If so, approximate percentage of their requirements?		
Do we sell this account anti-freeze?		X
If so, approximate percentage of their requirements?		

How often do you call on this account? once a month

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements?

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive? 10 %

Remarks, If any: This station is now closed

7729

JAX 230

Commission's Exhibit 148X

148-X

SURVEY - TEXACO SERVICE STATIONS ONLY

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EX. NO. 148-X

Trade Name Midges Texaco

Operator's Name Frank Halyard

Street Address and Town 650 Waukegan Rd

Petroleum Products Handled Texaco Any Other none

Approximately how much business do we get from them per month? $150

	YES	NO
Do we sell this account spark plugs?		X
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?	X	
If so, approximate percentage of their requirements?	50%	
Do we sell this account batteries?		X
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?	X	
If so, approximate percentage of their requirements?	50%	
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	X	
If so, approximate percentage of their requirements?	10%	
Do we sell this account anti-freeze?		X
If so, approximate percentage of their requirements?		

How often do you call on this account? every week

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements?

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive? 30%

Remarks, If any:

77-30

Commission's Exhibit 148Y

148-Y

SURVEY - TEXACO SERVICE STATIONS ONLY

148-Y

FEDERAL TRADE COMMISSION
DOCKET NO. 8485 EXHIBIT NO.

Trade Name Scotty's Texaco

Operator's Name William Cargill

Street Address and Town Milwaukee Ave & Dundee Rd. Wheeling Ill.

Petroleum Products Handled _____ Any Other _____

Approximately how much business do we get from them per month? $100

	YES	NO
Do we sell this account spark plugs?		X
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?	X	
If so, approximate percentage of their requirements?	30%	
Do we sell this account batteries?		X
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?		X
If so, approximate percentage of their requirements?		
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?	X	
If so, approximate percentage of their requirements?	10%	
Do we sell this account anti-freeze?	X	
If so, approximate percentage of their requirements?	50%	

How often do you call on this account? once a week

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements? Wagon Peddlers Jobbers + Texaco.

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive? 25%

Remarks, if any: _____

7732

JAX 232

Commission's Exhibit 148Z-1

148-Z

SURVEY - TEXACO SERVICE STATIONS ONLY

118-Z

FEDERAL TRADE COMMISSION

DOCKET NO 6485

Trade Name Hunters Texaco

Operator's Name Charles P. Hunter

Street Address and Town Skokie Hwy & Deerfield Rd. Highland Park Ill.

Petroleum Products Handled Texaco Any Other

Approximately how much business do we get from them per month? 950

	YES	NO
Do we sell this account spark plugs?		X
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?		X
If so, approximate percentage of their requirements?		
Do we sell this account batteries?		X
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?	X	
If so, approximate percentage of their requirements?	10 %	
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?		X
If so, approximate percentage of their requirements?		
Do we sell this account anti-freeze?		X
If so, approximate percentage of their requirements?		

How often do you call on this account? every other week

If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements? Wagon Peddlers, Jobbers

Of the total amount of business this account gives to independent wholesalers, such as ourselves, approximately what percentage do we receive? 10 %

Remarks, If any:

7733

JAX 233

Commission's Exhibit 148Z-2

148 Z-1

SURVEY - TEXACO SERVICE STATIONS ONLY

Trade Name H. E. W. - C. H. K. T. C. N. TEXACO

Operator's Name

148-Z-1

Street Address and Town [illegible]

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO.

Petroleum Products Handled TEXACO Any Other

Approximately how much business do we get from them per month? 5.00

	YES	NO
Do we sell this account spark plugs?		✓
If so, approximate percentage of their requirements?		
Do we sell this account oil filter elements?		✓
If so, approximate percentage of their requirements?		
Do we sell this account batteries?		✓
If so, approximate percentage of their requirements?		
Do we sell this account rubber products, such as fan belts, hose, etc.?		✓
If so, approximate percentage of their requirements?		
Do we sell this account chemicals, such as polish, cleaners, additives, etc.?		✓
If so, approximate percentage of their requirements?		
Do we sell this account anti-freeze?		✓
If so, approximate percentage of their requirements?		
How often do you call on this account?	[illegible]	
If you do not sell this account commodities commonly called "TBA" items, such as spark plugs, oil filter elements, batteries, etc., from what source do they obtain their requirements?	wagner [illegible]	
Of the total amount of business this account gives to Independent wholesalers, such as ourselves, approximately what percentage do we receive?	100	

Remarks, If any:

7733

JAX 231

Commission's Exhibit 150A

SERVICE STATION LEASE

Lincoln Nebraska
Serv. Station 49
Code: 900-09

THIS LEASE Made this _____ day of _____, 19__, between

CONTINENTAL OIL COMPANY, a Delaware Corporation, hereinafter called Conoco and _____

Clarence L. Cornell
(If firm or corporation, in name, giving names of partners, where trade name, name name of proprietor, Lessee)

at 48th & Randolph Street, State of Nebraska, hereinafter called Lessee (whether one or more):
(Street or other definite address)

WITNESSETH: Conoco, in consideration of the covenants and agreements of Lessee herein, hereby leases to Lessee the following real and personal property (hereinafter called the "premises"), to be used only for the purpose herein stated, situated at Lincoln, in the County of Lancaster, State of Nebraska, to-wit:

That part of the following described ground occupied by the service station building or buildings hereinafter described, and driveways (so far as the use of such driveways is necessary for the operation of service station) and that part of said ground necessary for the proper operation of a service station, including equipment for dispensing petroleum products attached to building or buildings and premises, and including any other equipment hereinafter described and located on said ground, to-wit:

Lots three (3) four (4) five (5) and six (6), Block two (2) Linwood Addition to Lincoln Nebraska

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1 29 x 51 Steel Frame Porcelain Enamel SS Bldg.
4 Wes Model 80-IRT Computer Pumps Ser. #74389; 74500; 74465; 74444
2 2000 Gal. UG Tanks
2 3000 Gal. UG Tanks
8 30 Gal. Bennett Lubsters
1 Kellog American Air Comp. Model B-321000 Ser. #B-239451
1 Peerless 2 HP Single Phase Motor Ser. #MA7611
1 US Drive on Lift Ser. #21217 A 15
1 Rotary Free Wheel Lift Ser. #113593 Model 10-HP-3
1 Bryant Unit Gas Heater 135000 BTU Unit #135US322 with Wagner 1/2 HP Single Phase Motor Model R3168 K-3457
1 Bryant Winter Air Conditioner Unit #65-304 65000 BTU with Wagner 1/6 HP Single Phase Motor #WRP-39-DX
1 Revelation Water Cooler Model TM10UTC Ser. #17300
3 Bennett Metered Grease Buckets
2 Pyrene Fire Extinguishers #427791 #703255
3 Metal Lockers
1 Metal Chair
1 Steel Table
1 In-A-Floor Safe Model A Ser. #23174
1948 Model Pedestal Signs
Double Floodlight Masts Complete

2 50 Gal. Drums - Trash
3 30 Gal. Drums - Trash
2 15 Gal. Drums - Trash
3 Measures; 1-5 qt. 1-2 qt. 2-1qt.
1 Map Rack
1 50' Water Hose
1 75' Water Hose
4 25' Air Hose
2 10' Radiator Hose with nozzle
1 Profit Booster
2 Towel Dispensers
2 Soap Dispensers
2 Sanitary Tissue Dispensers
1 Bayonet Tissue Dispenser
2 Toilet Paper Holders
1 Super Motor Oil Parking Sign.
1 3 Gal. Radiator Fill Can
4 Waste Buckets
1 Ladies Rest Room equipped with Sanitor Sign
1 Ladies Sign
1 Mens Sign
1 Check Chart
1 Gauge Rod
1 Can Spout
1 Sign - Lessee & Operator
2 Signs 'Notice the Use of Defective Tools is Prohibited'
4 Lead Warning Signs
10 Padlocks
3 Tool Boards
1 1948 Canned Oil Display Rack
2 Hose Tacks - Allen

6485 — 150-A

Cornell

from twelve o'clock noon of the 10th day of October, 19 51, to twelve o'clock noon of the 10th day of October, 1952, subject to the conditions hereinafter contained at a rental [redacted] follows:

For January $	For April ....$	For July .....$	For October ..$
For February $ [redacted]	For May .....$ [redacted]	For August...$ [redacted]	For November $ [redacted]
For March ...$ [redacted]	For June .....$ [redacted]	For September $	For December $ [redacted]

[redacted]

[redacted] Lessee shall pay [redacted] cents ([redacted]) a gallon on all gasoline and/or other motor fuel delivered into the storage tanks located on the premises described herein, [redacted]

Any gallonage rental referred to herein unpaid at the end of any calendar month is due the first day of the month following.

Rent rentals shall be paid at Lincoln, State of Nebraska, unless otherwise notified in writing by Conoco.

IN CONSIDERATION THEREOF Lessee Agrees:

1. To use said premises and the equipment hereby leased for no purpose other than service station purposes

Commission's Exhibit 150B

2. To sublet no part of said premises, and that no assignment of or encumbrance upon this lease shall be made or suffered to be placed upon Lessee's interest hereunder, voluntarily or by operation of law, without Conoco's written consent. If any party herein named as a lessee should die during the period specified above, the term hereof shall run only to the time of said death. No consent to one assignment or sublease shall be construed as a consent to any further assignment or sublease, or to permit any assignee or sublessee to make any assignment or sublease, and no assent, express or implied, to any breach of any one or more of the covenants or agreements hereof shall be a waiver of any succeeding or other breach.

3. Not to commit or suffer waste to be committed upon the said premises and to make no alterations in or additions to the premises without the written consent of Conoco first had and obtained, except that Lessee may and agrees to make such alterations in or on the leased equipment as may from time to time be necessary to identify the products being dispensed from such equipment.

4. Lessee shall in case of fire or other damage to premises give immediate notice thereof to Conoco. If the premises shall be partially damaged by fire or other cause without negligence chargeable to Lessee some shall be repaired at Conoco's option and expense as speedily as practicable. During the period needed for such repairs the rent hereunder shall not cease if station can be operated. If certain improvements and/or equipment are totally destroyed by fire, act of God, or other cause, or so damaged thereby that Conoco deems it necessary to rebuild the same, Conoco may terminate this lease by written notice or at its option may rebuild or replace said improvements and/or equipment and the rent in such case shall cease only during the period required for such rebuilding or replacements. If such destruction or damage last referred to shall be caused by the negligence or improper conduct of Lessee, or any agent or servant of Lessee, it shall be optional with Conoco whether the last preceding sentence shall apply or Lessee shall be liable to Conoco for the full amount of rent herein reserved, and, in either case, Lessee shall be liable for all loss to Conoco.

5. To protect Conoco from and indemnify it against all loss sustained and expenses incurred by reason of any liability of any character incurred by Lessee, or arising out of or in connection with the maintenance, use and operation of said premises, as a service station during the term hereof, including any liability for injury to persons or property due to or arising out of the condition of said premises or otherwise.

6. To comply at Lessee's expense with all federal, state, municipal and other governmental and local laws, rules, regulations, and ordinances relating to said premises and/or relating to or arising out of the operation of said service station thereon, and not to use said premises in any way in violation of the laws of the United States, or state laws, or local ordinances or regulations, or any insurance policies thereon. Lessee shall comply with the following provisions, which it is agreed are necessary as safety measures in connection with the operation of said premises:

(a). Not to smoke on said premises or permit smoking on said premises.
(b) Not to permit any intoxicated person to remain on said premises. No intoxicants shall be used thereon by Lessee or kept or allowed to remain or be used thereon, and no intoxicated person shall operate or take part in the operation of said station.
(c) Not to permit the accumulation of oil, grease, or gasoline on the floor of any building covered hereby, or the accumulation of oil, grease, gasoline, ice or snow on any driveway covered hereby.
(d) Not to store, keep, or sell gasoline on said premises in or through any glass containers other than a pump, or store, keep, or sell gasoline on said premises in any container not properly labeled.
(e) Not to use gasoline for cleaning purposes on said premises.
(f) To provide covered metal containers for disposal of waste, empty one and five-quart oil and grease cans, and for oily rags, and to use said containers to help keep down fire hazard.
(g) If any tool or equipment covered by this lease shall become defective, Lessee shall not use or permit the use thereof.

7. To keep said premises and that portion of the streets, alleys, sidewalks and driveways immediately adjacent thereto neat, clean, and said premises in an orderly and attractive condition. Conoco may inspect premises at any reasonable time.

8. Lessee has received said premises in good order and condition and will keep the same in good order and condition and at the expiration or other termination of this lease will yield up the same to Conoco in as good order and condition as when same were delivered upon by said Lessee, loss by fire, act of God, or ordinary wear excepted, and will promptly make all necessary minor repairs and replacements such as replacement of gasoline, air, and water hose, window lights, electric light globes, and items of similar nature. If Lessee fails to comply with any agreement of Lessee as to keeping the premises in good condition, Conoco may put the same in the condition as provided for and Lessee shall reimburse Conoco for the expense incurred by it in doing so.

9. If said premises or any part thereof shall be condemned or taken for any public purpose, Conoco may forthwith terminate this lease by written notice to Lessee.

10. If Conoco shall make any payment by reason of the failure of Lessee to keep any agreement herein, all amounts so paid, together with all interest, costs or damages, shall at Conoco's option become a part of the rent becoming due on the rent payment day next succeeding such payments respectively.

11. Conoco and Lessee recognize the deterioration in value of premises permitted to remain idle and agree if the premises hereby leased shall not be used for any period of thirty consecutive days for the purposes for which the same are leased, this lease shall terminate at the expiration of such thirty-day period.

12. The agreements of Lessee herein shall be deemed conditions and if default shall be made in any of them, or if the premises shall become vacant, Conoco at its election may declare this lease ended and re-enter the premises, or any part thereof, with or without process of law and expel, remove and put out Lessee, or any other person or persons occupying, in or upon the same, using such force as necessary, and Lessee agrees to surrender said premises peaceably to Conoco immediately upon the expiration or termination of this lease, however terminated, and that upon the non-payment of the whole or any portion of said rent at the time the same is promised to be paid, or upon the violation or non-fulfillment of any of the covenants of this lease, Conoco may at its election either distrain for said rent due and damages sustained or declare this lease at an end and recover possession as if said premises were held by forcible detainer, said Lessee hereby waiving any notice of such election and any demand for the possession of said premises and any legal rights Lessee may have under the exemption laws of the state in which said premises are located, or in such case Conoco at its option may, without terminating this lease, rent said premises for such rent and upon such conditions as it may think best, making such changes and repairs as may be required, giving credit for the rent so received during such term, less all expense of such changes and repairs and the expense of any proceedings which may have been necessary in order to regain possession of said premises, and the cost of re-letting the same and Lessee shall be liable for the balance of the rent herein reserved and upon the other obligations assumed herein until the expiration of the term hereof; provided Conoco at its option, after re-letting said premises under this paragraph, may, nevertheless, terminate this lease at the end of any such period of re-letting, and if Conoco shall take possession under this paragraph, Lessee may not re-enter without Conoco's consent. Any remedy to Conoco specified herein shall be in addition to any remedy which it would otherwise have.

13. If Lessee, after the expiration or termination hereof, shall remain in possession of said premises with Conoco's consent, and continue to pay rent, without written agreement as to such possession, then Lessee shall be regarded as a tenant from month to month at a monthly rental, the amount of which for each month, shall be the rental above specified for that respective month, and which shall be payable monthly in advance as hereinabove provided subject to the covenants and conditions herein.

14. Conoco shall furnish so far as the same shall be reasonably available, free of cost to Lessee, rest room supplies for use at said station, of such kinds as Conoco shall select; but if Lessee fails to keep a proper amount of said supplies in rest room or rooms, Conoco shall no longer be obliged to furnish the same. Lessee shall pay all license, occupation, excise and other fees, taxes and assessments on the business conducted on said premises or sales made therefrom.

15. In case said real estate or any of the other property leased hereby is held by Conoco under a lease under which lessor in said lease retains the right to cancel and terminate said lease upon giving certain notice to Conoco, or in case of certain contingency, and said lease so held by Conoco is so cancelled or terminated by such lessor without default by Conoco, this lease shall also thereupon terminate, and Lessee agrees to comply with the terms and conditions of any such lease so held by Conoco except the payment of rentals thereunder.

16. If Lessee during the existence of this lease shall purchase automotive lubricating oils and/or greases from Conoco at the same prices extended by Conoco to retail dealers generally at the place where said premises are located, at the respective times of purchase by Lessee, in any quantity upon which quantity discount would be allowed by Conoco if purchased by any such retail dealer at the place where said premises are located, under written contract made on the date hereof, Conoco shall allow the same quantity discount to Lessee.

17. It is mutually agreed that none of the provisions of this lease shall be construed as reserving to Conoco any right to exercise any control over the business or operations of Lessee conducted upon the leased premises or to direct in any respect the manner in which any such business and operations shall be conducted. No party or parties employed by Lessee shall in any event be considered as employed by Conoco. Any such party or parties shall be hired by Lessee at Lessee's expense, and shall be paid and discharged by Lessee.

18. This lease constitutes the entire agreement as to the subjects covered hereby. No verbal agreement exists concerning the same. Any and all existing agreements on said subjects, including any existing lease by Conoco to Lessee covering said premises or part of same, are hereby cancelled. Any notice by Conoco to Lessee hereunder may be given by mailing the same by registered mail addressed to Lessee at Lessee's address given above.

19. This lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, subject to the provisions hereof relating to assignment.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

TESS

R A Kugler

WITNESSES:

F. D. Jones

CONTINENTAL OIL COMPANY
(Conoco)

By N. B. Fitzsimmons

Its Manager

Clarence E. Cornell
Lessee

Lessee

By

FEDERAL TRADE COMMISSION
DOCKET No. 6485 150-B

JAX 236.

Commission's Exhibit 154F

Form G-17-C-10-47 1250

LEASE

CX-154-F

Agreement dated the 18th day of May, 19 48, by and between

THE TEXAS COMPANY, a Delaware corporation, having a place of business at Denver, Colorado,

(Lessor) and James Zaloudek, 13th & Deer Park Blvd.,

of Omaha, Nebraska

(Lessee) WITNESSETH:

(1)—Premises Leased. Lessor does hereby lease and permit Lessee to enter upon, use and occupy for the purpose and for the conditions herein set forth the following described property situated in the City of Omaha

County of Douglas, State of Nebraska, described as follows:

The South 81 feet of the East 95 feet of Lot 8, and the North 19 feet of the North 92 feet of the East 95 feet of Lot 9, all in Okahoma, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, and also the West half of vacated old 13th. Street, adjoining said real estate above described on the East, said West half of said vacated old 13th. Street, being more particularly described as follows: beginning at the Southeast corner of Lot 8, Okahoma Addition, and thence running North 81 feet along the East line of said Lot 8, thence East 33 feet, thence south Parallel to the East line of Lots 8 and 9, in Okahoma, a distance of 100 feet, thence West 33 feet, thence North along the East line of Lot 9, Okahoma, a distance of 19 feet, to the place of beginning. The property described herein has a frontage of 100 feet on 13th Street and 128 feet on Deer Park Boulevard.

together with the buildings, improvements, fixtures, equipment and facilities of Lessor now located on said premises as follows:

OWNED BY THE TEXAS COMPANY	OWNED BY OTHERS
1 Air compressor	1-300 gallon tank
1 Juniper sign & floodlight	
2 Island lights & standards	
1 Floodlight & standard	
2 Fire extinguishers	
5 Gasoline pumps	
~~[illegible]~~	
~~[illegible]~~	
1 Air and water stand	
1 Auto lift	
2 2000 gallon tanks	
1 4000 gallon tanks	
~~[illegible]~~	
1 Car washer	

FEDERAL TRADE COMMISSION
EXHIBIT No. 6486 154-F
IN THE MATTER OF B. F. GOODRICH COMPANY
FILED JAN 19 1957 ZALOUDEK
By MONICK

and such other buildings, improvements, tools, fixtures, equipment and facilities owned or leased by Lessor as may now be on said premises or as Lessor may hereafter, during the continuance of this lease, erect or place thereon.

(2)—Term. This lease shall remain in full force and effect for a period of one (1) year beginning July 24, 1948 and ending July 23, 1949 and thereafter from year to year subject to termination by either party at the end of the first year or any subsequent year on ten (10) days' prior written notice.

(3)—Rental. Lessee shall pay to the Lessor, as rent for the use of the above described premises:

Strike out inapplicable Provisions

(a) A sum of $ per month; or

(b) A sum for each month of the term, as follows:

For January	$	For July	$
For February	$	For August	$
For March	$	For September	$
For April	$	For October	$
For May	$	For November	$
For June	$	For December	$

The aforesaid rental shall be payable in advance, on the first day of each and every month; or

(c) A sum of $ 175.00 per month, plus one cents per gallon for each gallon of gasoline delivered to the demised premises for resale in excess of 10,000 gallons per month, such rental to be payable on the 10th day of each month following the month for which the rental is due.

114

JAX 237

Commission's Exhibit 156G

FEDERAL TRADE COMMISSION

DOCKET NO. 8489 INITIAL NO. 7[illegible]

IN THE MATTER OF: B. F. GOODRICH COMPANY

760 - 237

(6)—Use. Lessee shall use the said premises and the buildings, improvements and fixtures thereon primarily for the operation of a gasoline service station and the sale of automotive equipment, but in no event shall said premises be used for any unlawful or offensive purpose.

(7)—Maintenance. Lessee shall, during the term of this agreement, maintain the said premises, buildings and equipment, in good repair and in a clean, safe and healthful condition; in case of Lessee's failure so to do, the Lessor may make the necessary repairs for the account of Lessee. Lessee shall make no changes, alterations or substitutions in the demised premises, buildings or equipment, except such as may be necessary to enable Lessee to continue business on said premises, unless the consent in writing of Lessor be first obtained.

(8)—Licenses, Etc. Lessee shall obtain all necessary licenses or permits to do business on the leased premises, which may be required by any municipal ordinance, state law or regulation, governmental authority, or otherwise, and shall pay all fees in connection therewith as well as fees imposed by reason of occupancy of the leased premises or the equipment situated thereon.

(9)—Re-Delivery. Upon the expiration of this agreement or the termination thereof, Lessee shall yield up and return to Lessor the said premises, and all the said buildings, improvements, fixtures, tools, equipment and facilities in as good condition as when received by Lessee, ordinary wear and tear excepted.

(10)—Hold-over. If, at the expiration or termination of this lease or any extension thereof, Lessee should hold-over for any reason, the tenancy of the Lessee thereafter shall be from month to month only and be subject to all of the other terms and conditions of this lease, in the absence of a written agreement to the contrary.

(11)—Gas, Water and Electricity. The Lessee, during occupancy of the leased premises, shall pay all charges accruing for gas, water and electricity. Upon his failure so to do, the Lessor [illegible] such charges and, in this event, such charges shall be added to the rental payable and shall be collectible as rent.

(12)—Lessor's Default. In event of abandonment of the said premises by Lessee, default by Lessee in the payment of rent or breach of any of the terms, covenants and conditions of this lease, or if bankruptcy or insolvency proceedings are instituted by or against Lessee, or if Lessee becomes insolvent, or if Lessee files a petition for a composition or extension under Section 74 or 77B of the Bankruptcy Act, or if any attachment, garnishment, execution, or any other legal process or proceedings is levied or instituted by anyone other than Lessor against the said premises, or any of the equipment thereon, or if Lessee sells, assigns, pledges or mortgages the said premises, or any part thereof, or attempts to do so, or allows any lien to attach thereto, or in event of death of Lessee, Lessor may, without notice, immediately terminate this agreement and all Lessee's rights hereunder, and resume and, in any manner, resume possession of said premises, improvements and facilities, the Lessee hereby waiving all statutory rights theretofore accrued.

(13)—Waiver. It is agreed that the waiver by Lessor of any breach of any covenant, condition or stipulation contained herein shall not be considered to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation of this lease nor effect or prejudice any of Lessor's rights or remedies hereunder.

(14)—Leases held by Lessee. This lease is subject to the terms and conditions of the lease, if any, between Lessor and the owner or tenant of the demised premises, and also any extension, renewal, or new lease, of the demised premises; and this lease shall automatically terminate upon the termination, cancellation, or expiration of such lease or such extension, renewal, or new lease, as the case may be, depending upon which is the latest.

(15)—Notice. Notice from Lessor to Lessee shall be sufficient if placed in the United States mail, addressed to the leased premises, and any such notice shall take effect at the time of the mailing thereof. Notice from Lessee to Lessor shall also be sufficient if delivered to Lessee or left on the leased premises in any manner. Notice from Lessee to Lessor shall be sufficient if posted in the United States mails, postage prepaid, to the Lessor's principal place of business in Lessor's sales district in which the leased premises are located.

(16)—Assignment. The lease hereby given may not be assigned, transferred or sublet, either in whole or in part, by Lessee without the written consent of Lessor. Lessor's consent, however, shall not be unreasonably withheld.

(17)—Approval and Execution by Lessor. This agreement shall not be binding upon the Lessor until approved and signed on its behalf by the Lessor's Executive Officer, Sales Manager, Assistant Sales Manager, Division Manager or Assistant Division Manager.

IN WITNESS WHEREOF the Lessor and Lessee have hereunto caused their names to be subscribed the day and year first above written.

THE TEXAS COMPANY

Attest: E. R. Pelts

By W. A. Kimmple

(LESSOR)

Witness:

Witness: E. R. Pelts

James J. Zalewski

(LESSEE)

Approved as to Terms

Description

Form

JAX 238

Commission's Exhibit 155A

CX-155

THE TEXAS COMPANY

TEXACO PETROLEUM PRODUCTS

SALES DEPARTMENT
DENVER DIVISION
J. M. LaFaur, Assistant Division Manager

P. O. Box 3100
DENVER 1, COLORADO

July 2, 1954

REAL ESTATE - OMAHA, NEBRASKA
13TH AND DEER PARK BOULEVARD

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Mr. James S. Zalewsiak
13th and Deer Park Boulevard
Omaha, Nebraska

Part 6486 155-A

B. F. GOODRICH COMPANY
ZALEWSKI

MUNCH

Dear Sir:

This is to advise you that pursuant to the terms of our lease with you, dated May 18, 1948, covering service station site at 13th and Deer Park Boulevard, Omaha, Nebraska. The Texas Company hereby cancels and terminates said lease effective July 23, 1954, and demands that on such date you surrender and give up possession of the premises and facilities covered thereby.

Yours very truly,

THE TEXAS COMPANY

By
ASSISTANT DIVISION MANAGER

JMLaF:MG

12

7750

JAX 239

Commission's Exhibit 155B

DELIVER TO DEALER

FEDERAL TRADE COMMISSION
DOCKET NO 6485 EXHIBIT NO. 155-B

CX-155-B

CANCELLATION OF LEASE

By mutual consent, that certain lease between The Texas Company, as Lessor, and James S. Zalcudek ..... as Lessee, dated the 18th day of May, 1948, covering premises situated at 13th and Deer Park Blvd, ... in the City of Omaha, County of Douglas State of Nebraska, is hereby cancelled and terminated, effective the 31st day of August, 1954.

Dated August 24, 1954

THE TEXAS COMPANY

(LESSOR)

James S. Zalcudek

(LESSEE)

By .....

JAX 240

Commission's Exhibit 161

THE TEXAS COMPANY

TEXACO PETROLEUM PRODUCTS

SALES DEPARTMENT
DALLAS DIVISION
A. H. TAYLOR, ASSISTANT DIVISION MANAGER

DALLAS 2, TEXAS

October 12, 1955

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Mr. C. Fagg Sanford,
Lee & Wright Streets,
Greenville, Texas.

Dear Sir:

Please take notice that certain G-77 C Lease Agreement between you and The Texas Company, dated November 2, 1953, covering premises located at the intersection of Lee and Wright Streets, Greenville, Hunt County, Texas, is hereby cancelled and terminated effective midnight October 31, 1955.

Yours very truly,
THE TEXAS COMPANY

C. F. Hall,
Assistant Division Manager

CHC-RAS

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 161
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE JAN 21 1957
ACK REPORTER
P. MONICA

Sanford

FEDERAL TRADE COMMISSION
DOCKET NO. 6485
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE JAN 21
ACK REPORTER

23

7-161

JAX 241

Commission's Exhibit 162

CX-162

Number of TTC Outlets, Dallas Standard Metropolitan Area

	1952	1953	1954	1955	1956
Number of Texaco outlets in the area divided between:					
"C" Accounts - - - - - - - - -	NA	NA	NA	119	124
"D" Accounts - - - - - - - - -	NA	NA	NA	66	66
"B" Accounts - - - - - - - - -	NA	NA	NA	3	4
"E" Accounts - - - - - - - - -	NA	NA	NA	0	0

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 162
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE JAN 22 1957 WITNESS Roberts
ACE REPORTING CO. Official Reporter
By MONICA

(3)

JAX 242

Commission's Exhibit 163A

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT 163-a
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE JAN 22 1957 WITNESS Roberts
ACE REPORTING CO., Official Reporter
By MONICK

CX 163 a

TBA Data for Federal Trade Commission

Supplied by The Texas Company

Dallas Standard Metropolitan Area

	1952	1953	1954	1955	1956
1. Total number outlets nominated to and approved by:					
Firestone - - - -	NA	NA	NA	120	146
Goodrich - - - -	NA	NA	NA	71	67
(Number taken as of 12/31 of each year.)					
2-a. Number buying BFG TBA from designated Goodrich supplier and also buying competing items of TBA from any supplier not on either BFG or Firestone list of suppliers - - - - - - - - - - - - -	xxx	xxx	xxx	18	22
2-b. Number buying Goodrich TBA from designated BFG suppliers and also buying competing items of TBA from a supply point on either BFG or Firestone list of suppliers on which TTC gets no commission -	xxx	xxx	xxx	0	1
3-a. Number buying Firestone TBA from designated Firestone supplier and also buying competing items of TBA from any supplier not on either BFG or Firestone list of suppliers - - - - - - - - -	xxx	xxx	xxx	74	74
3-b. Number buying Firestone TBA from designated Firestone supplier and also buying competing items of TBA from a supply point on either BFG or Firestone list of suppliers on which TTC gets no commission - - - - -	xxx	xxx	xxx	0	0
4-a. Number buying both BFG and Firestone TBA from designated Firestone or Goodrich supplier and also buying competing items of TBA from any supplier not on the BFG or Firestone list of suppliers - - - - - - - - - - - - -	xxx	xxx	xxx	34	30

776.3

Commission's Exhibit 163B

163(4)

TBA Data for FTC supplied by The Texas Company -- Continuation

Dallas Standard Metropolitan Area

	1952	1953	1954	1955	1956
4-b. Number buying BFG or Firestone TBA from designated BFG or Firestone supplier and also buying competing items of TBA from a supply point of either BFG or Firestone list of suppliers on which TTC gets no commission - - -	xxx	xxx	xxx	2	1
5. Number buying Goodrich only- -	xxx	xxx	xxx	0	0
6. Number buying Firestone only- -	xxx	xxx	xxx	0	0

FEDERAL TRADE COMMISSION
DOCKET 6485 EXHIBIT NO. 163-B

JAX 244

Commission's Exhibit 166

CX 166

TSA DATA FOR FEDERAL TRADE COMMISSION
SUPPLIED BY THE TEXAS COMPANY

Atlanta, Standard Metropolitan Area

	1952	1953	1954	1955	1956
1. Number of Texaco outlets in area divided between: (as of June 30)					
"C" Accounts	NA	37	44	46	57
"D" Accounts	NA	74	69	66	63
"B" Accounts	NA	2	3	3	3
"L" Accounts	NA	0	0	0	0

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMM'N EXHIBIT NO. 166
IN THE MATTER OF B. F. GOODRICH COMPANY
DATE JAN 24 1957 Ferguson
ACE REPORTING CO.
By MONICK

INFORMATION FOR TEXACO DEALERS AND SERVICE STATION ATTENDANTS

TEXACO NATIONAL CREDIT CARDS

Dealers handling Texaco Gasolines are authorized to honor UNEXPIRED Texaco National Credit Cards for credit purchases of the merchandise and services described on back of such credit cards. (See specimen hereon.)

Procedure to be followed in honoring Texaco National Credit Cards and preparing Invoices, Form S-199-D

1. Presentation of Texaco National Credit Cards

Credit Card must be presented by customer, at time of purchase, in order to make credit purchase on the authority of such Cards.

2. Expiration Date of Texaco National Credit Cards

The date the Credit Card expires is shown in the lower left corner of the Card. Credit sales must not be made against Credit Cards that have expired.

3. Lost or Cancelled Texaco National Credit Cards

Lists of lost or cancelled Credit Cards will be periodically sent to Dealers. Before making credit deliveries on authority of a Credit Card, Dealer should be certain that the customer's name or Credit Card number does not appear on such lists. Only Credit Cards that are marked DUPLICATE should be honored if listed as lost.

4. Customer's Name, Address and Credit Card Number

Print or legibly write customer's name, address and Credit Card number on Invoice, Form S-199-D, in the identical manner such information is shown on Credit Card.

5. Merchandise Purchased

Show on Invoice, Form S-199-D, a description of authorized merchandise or service purchased, quantity, price, tax, total price and amount. Carefully verify extensions and additions on Invoices. Tires, tubes, batteries, and accessories, of the kind authorized by Item 2 on back of Credit Card (see reproduction above), MUST BE mounted on or attached to motor vehicle operated by holder of Credit Card.

6. Motor Vehicle License Number

It is unnecessary to show motor vehicle license number on invoice, except where purchases are made by persons presenting Credit Cards issued to the United States Government. Invoices covering such purchases must in all cases show the license or tag number of the motor vehicle; also where purchaser specifically requests license number to be shown on invoice, Dealer should oblige.

7. Customer's Signature

Customer should sign Invoice, Form S-199-D, in space marked "RECEIVED BY".

8. Distribution of Invoices

Give customer the duplicate pink copy of Invoice. Retain original.

9. Dealer's Name and Address (Street, City and State)

Name and address of Dealer should be written or [illegible] by rubber stamp, in space provided for the purpose, on all copies of Invoice, Form S-199-D.

Procedure to be Followed in Securing Credit for Invoices, Form S-199-D

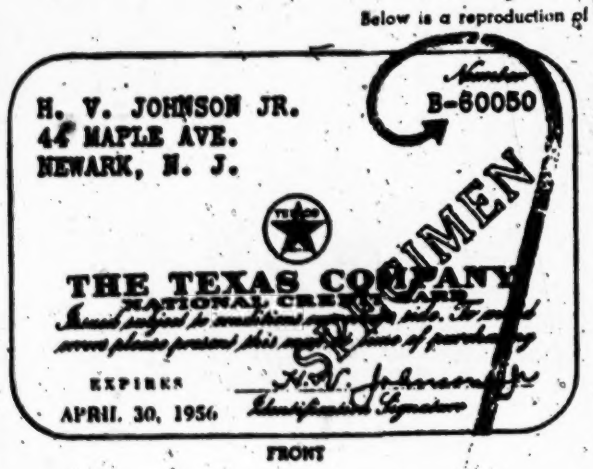
1. Invoices, Form S-199-D, covering credit sales to authorized holders of Texaco National Credit Cards, when prepared and handled in accordance with procedure given above will be accepted by The Texas Company in the manner outlined below.

2. List each Invoice on Form S-98, List of Credit Card Deliveries, showing date of Invoice, Credit Card number and amount of Invoice, with total amount of all Invoices. Prepare Form S-98 in triplicate.

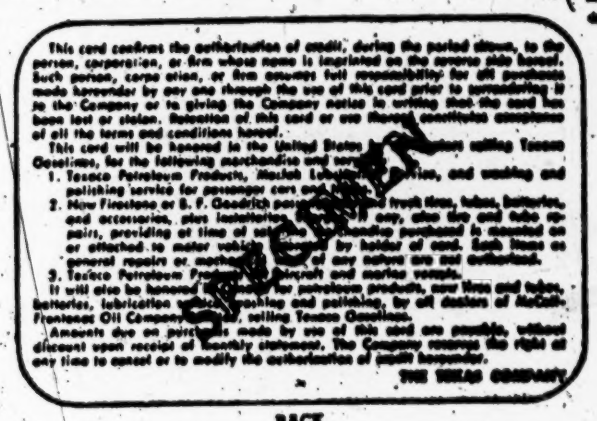
3. Original Invoices, Form S-199-D, supported by original and duplicate of Form S-98, List of Credit Card Deliveries, will be accepted by truck operators as the equivalent of cash for the purchase of Texaco products or towards settlement of Dealer's credit account.

Form S-482 5-56 50M

Below is a reproduction of a Texaco National Credit Card.



FRONT



This card confirms the authorization of credit, during the period shown, to the person, corporation, or firm whose name is imprinted on the reverse side hereof. Such person, corporation, or firm assumes full responsibility for all purchases made hereunder by any one through the use of this card prior to surrendering it to the Company or to giving the Company notice in writing that the card has been lost or stolen. Retention of this card or use thereof constitutes acceptance of all the terms and conditions hereof.

This card will be honored in the United States [illegible] stations selling Texaco Gasolines, for the following merchandise and services:

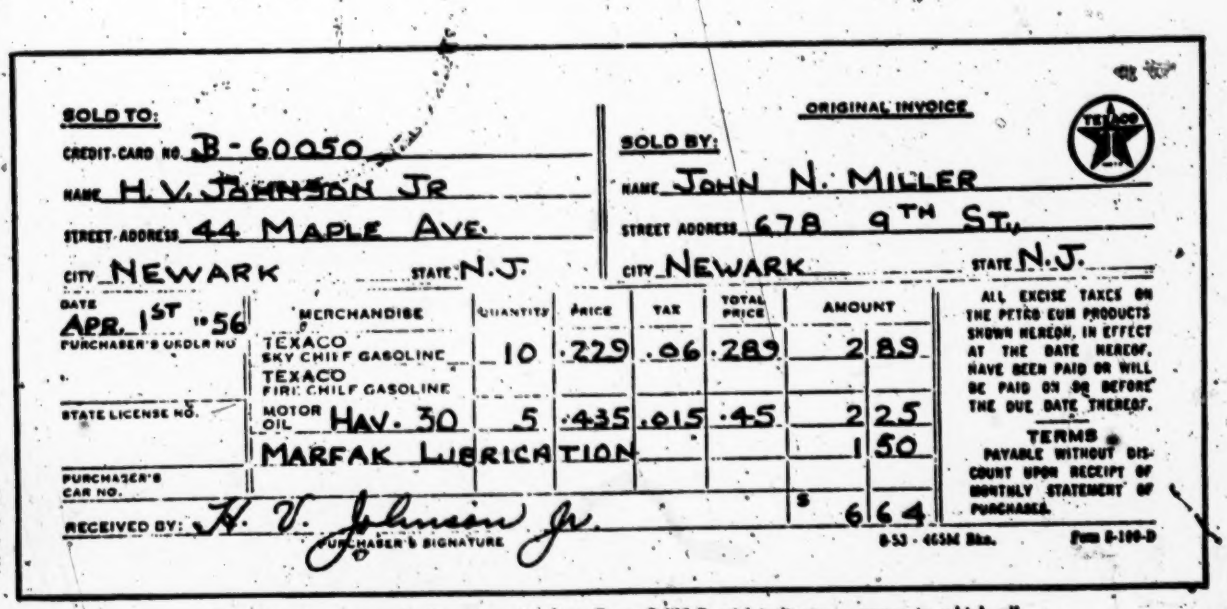
1. Texaco Petroleum Products, Mobilubricants [illegible] service, and washing and polishing service for passenger cars only.
2. New Firestone or B. F. Goodrich passenger [illegible] truck tires, tubes, batteries, and accessories, plus installation charges, if any, also tire and tube repairs, providing at time of sale the merchandise purchased is mounted on or attached to motor vehicle operated by holder of card. Such items as general repairs or mechanical [illegible] of any nature are not authorized.
3. Texaco Petroleum Products for aircraft and marine vessels.

It will also be honored [illegible] for petroleum products, new tires and tubes, batteries, lubrication [illegible] washing and polishing, by all dealers of McColl-Frontenac Oil Company [illegible] selling Texaco Gasolines.

Amounts due on purchases made by use of this card are payable, without discount upon receipt of monthly statement. The Company reserves the right at any time to cancel or to modify the authorization of credit hereunder.

THE TEXAS COMPANY

BACK



ORIGINAL INVOICE

SOLD TO:
CREDIT CARD NO. B-60050
NAME H. V. JOHNSON JR
STREET ADDRESS 44 MAPLE AVE.
CITY NEWARK STATE N.J.

SOLD BY:
NAME JOHN N. MILLER
STREET ADDRESS 678 9TH ST.
CITY NEWARK STATE N.J.

DATE APR. 1ST 1956
PURCHASER'S ORDER NO.
STATE LICENSE NO.
PURCHASER'S CAR NO.

MERCHANDISE	QUANTITY	PRICE	TAX	TOTAL PRICE	AMOUNT
TEXACO SKY CHIEF GASOLINE	10	.229	.06	.289	2 89
TEXACO FIRE CHIEF GASOLINE					
MOTOR OIL HAV. 30	5	.435	.015	.45	2 25
MARFAK LUBRICATION					1 50
					$ 6 64

ALL EXCISE TAXES ON THE PETROLEUM PRODUCTS SHOWN HEREON, IN EFFECT AT THE DATE HEREOF, HAVE BEEN PAID OR WILL BE PAID ON OR BEFORE THE DUE DATE THEREOF.

TERMS
PAYABLE WITHOUT DISCOUNT UPON RECEIPT OF MONTHLY STATEMENT OF PURCHASES.

RECEIVED BY: H. V. Johnson Jr.
PURCHASER'S SIGNATURE

8-53 - 465M Bks. Form S-199-D

The above is a reproduction of an Invoice, Form S-199-D and indicates manner in which all essential information should be recorded on the form.

TEXACO COUPON BOOKS
TEXACO COMMERCIAL ORDER BOOKS
CREDIT CARDS OF McCOLL-FRONTENAC OIL COMPANY LIMITED

Texaco Dealers are authorized to honor the above items for the sale of merchandise and services as described below and The Texas Company will accept the above items when handled in the manner outlined:

Texaco Coupon Books

Texaco Coupon Scrip accepted by Texaco Dealers for purchases of Texaco products may be given to truck operators who will accept same at face value in payment for Texaco products or towards settlement of Dealer's credit account.

Texaco Commercial Order Books

These orders may be accepted for credit deliveries of Texaco Petroleum Products. The order forms will be handled as described below:

1. Request the customer to prepare the order form in triplicate.
2. Dealer will fill in his name and address after checking prices, quantities and amounts.
3. Customer will sign the order form in the space provided.
4. The original and duplicate copies of order form will be removed and retained by Dealer, the customer retaining the triplicate copy only.
5. The original and duplicate copies of order forms may be given to truck operator who will accept them in payment for Texaco products or towards settlement of Dealer's credit account. (Do not list on Form S-98).

McColl-Frontenac Oil Company Limited Credit Cards

Sales of the same merchandise and services as authorized for Texaco National Credit Card customers may be made to authorized holders of unexpired Credit Cards of the McColl-Frontenac Oil Company Limited. Invoices covering the sale of such merchandise and services will be prepared and handled in identically the same manner as outlined for the handling of sales made on Texaco National Credit Cards.

TO TEXACO DEALERS:

The Texas Company reserves the right to cancel at any time, on notice to Dealer, the Dealer's privilege of honoring Texaco National Credit Cards, Texaco Commercial Order Books or McColl-Frontenac Oil Company Limited Credit Cards, on failure of Dealer to handle sales on such Credit Cards or Order Books in the manner outlined on this information card.

Dealers should understand that in making sales to authorized holders of Texaco National Credit Cards, Texaco Commercial Order Books, and Credit Cards of McColl-Frontenac Oil Company Limited, they are not acting as agents for The Texas Company. The sale is made by the Dealer directly to the customer and The Texas Company, in turn, purchases from the Dealer the customer's account receivable. In other words, The Texas Company pays the Dealer on behalf of the customer and assumes the credit risk, provided the procedure for handling as outlined on this information card is observed.

THE TEXAS COMPANY

Issued May 1, 1956

JAX 245
Commission's Exhibit 181B

JAX 246

Commission's Exhibit 183A

THE TEXAS COMPANY

Houston, Texas, October 15, 1953

FORM S-199D - CREDIT CARD INVOICE
1 - 72 S-199D
2 - 32 - 00

TEXACO DEALERS

Gentlemen:

The poster "INFORMATION FOR TEXACO DEALERS AND SERVICE STATION ATTENDANTS" was recently forwarded to you. It is of the utmost importance that each S-199D invoice be prepared exactly in accordance with instructions so that it will be complete and lawfully correct.

Accounts involved in bankruptcy, probate courts, disputed or delinquent - generally require that the S-199D credit card invoices be presented in court as evidence.

Courts will not accept S-199D invoices which are not complete and legally correct - such invoices being thrown out and disallowed, meaning that The Texas Company takes a loss on such sales.

For this reason it is extremely important that the invoices be prepared in accordance with instructions ... nothing can be left off or incomplete ... nothing can be assumed, abbreviated or left to guess work. The invoice as prepared by the dealer must stand on its own.

Here are some of the deficiences most frequently encountered in the handling of invoices for collection:

(a Presentation of Credit Card - The presentation of a valid (unexpired) credit card by the customer at time of purchase constitutes authority for the credit sale. NO SALE SHOULD BE MADE UNLESS UNEXPIRED CREDIT CARD IS PRESENTED.

(b Signature - Customer's full signature on the S-199D legally proves delivery of the merchandise ... initials are insufficient.

(c Customer's Name and Address - This, plus the correct credit card number must be clearly shown and transcribed on the S-199D invoice - exactly as is shown on the credit card. This, together with the signature appearing on the invoice, leaves no doubt as to who made the purchase and who is responsible for the payment of the account.

(d Dealer's Name and Address - The Dealer should show his complete name, address, city and state, so that - if necessary, it can be proved that he made the delivery and assigned the account to The Texas Company through the medium of the assignment clause as referred to on the Form S-98.

7798

JAX 247

Commission's Exhibit 183B

(e The Date - Date of sale is extremely important, as it is evidence that the products were sold to the customer by the Dealer on an exact date. This may seem technical - but it is a very definite requirement of the courts.

(f Product delivered - The quantity, price, tax, total price and amount must all be shown as indicated on the sample S-1990 invoice on the poster. In some instances, Dealers have listed the word "Accessories" or the abbreviation "acces", without naming in detail the accessory and spelling out what it is. If the customer purchases a wind shield wipper blade - it should be so listed, and not merely as "accessory".

(g Unauthorized Sale - The court will look at the terms and conditions and authorized products sold as shown on the reverse side of the credit card; therefore, only those items authorized are to be sold on the card. Such items as "used tires", "used batteries", "repairs", "labor", "parts", etc., are definitely not acceptable, nor are they a legitimate sale under the terms of the credit card.

(h Customer's Goodwill - To retain the goodwill of our customers, Texaco Dealers should make every effort to protect the customer's interest. If the Dealer is requested to make sales of unusual amounts, or if the sale is made under suspicious circumstances, Dealer should satisfy himself that some unscrupulous person is not mis-using the credit card. If Dealer does not do this, he is not protecting his interest and is not rendering the proper service to a customer.

(i Form S-98 - This form includes an assignment clause, which gives The Texas Company legal title to the account - and, in addition to the Dealer's rubber stamp impression, it is signed by him, or in his name by his authorized representative.

Only those invoices that are complete and in line with existing instructions - and which constitute an instrument which can be used as evidence in court, are acceptable to the company.... all others are subject to the return to the dealer who made the delivery.

Yours very truly,

R. E. Greenwell

R. E. GREENWELL

REG-DCW

JWO-DBM-JBF-WSN-RTS-FNC-JHG-JWH
CHW-RAR-IMI-VLS
Zone Managers
Bulk Station Agents -
Sales Terminal Superintendents -
Dealer Service Representatives -
Representatives (Dealer Training)

File Room (4th Floor)

75000

JAX 248

Commission's Exhibit 183C

248

10-B

IMPORTANT

All records of your credit card account are carried under your CARD NUMBER. Won't you please help us to credit your account quickly and accurately by always attaching a copy of our statement to your check? Thank you.

THE TEXAS COMPANY

7902

Commission's Exhibit 183D

important information for TEXACO DEALERS and SERVICE STATION ATTENDANTS

The correct preparation of invoice, Form S-199-D, is the foundation of prompt and efficient accounting service for your credit card customer.

The following handling should be observed carefully at the time each invoice is prepared.

Customer's Name, Address and Credit Card Number

Print or write legibly customer's name, address, and Credit Card number on invoice, Form S-199-D, in the identical manner such information is shown on Credit Card.

Merchandise Purchased

Show on invoice, Form S-199-D, a description of authorized merchandise or service purchased, quantity, price, tax, total price and amount. Carefully verify extensions and additions on invoices.

Customer's Signature

Customer should sign invoice, Form S-199-D, in space marked "RECEIVED BY".

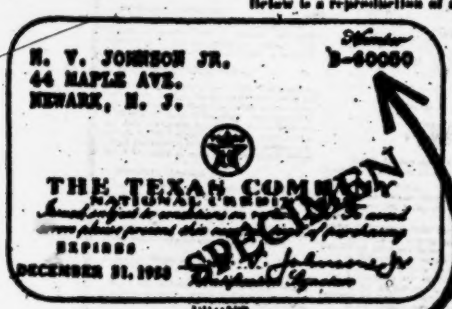
Dealer's Name and Address (Street, City, and State)

Name and address of dealer should be written or inserted by rubber stamp, in space provided for that purpose, on all copies of invoice, Form S-199-D.

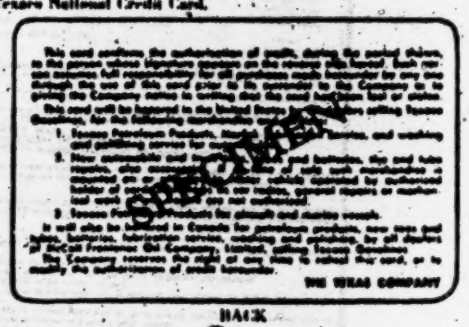
Distribution of Invoices

Give customer the triplicate pink copy of invoice. Retain original and duplicate copies.

Below is a reproduction of a Texaco National Credit Card.

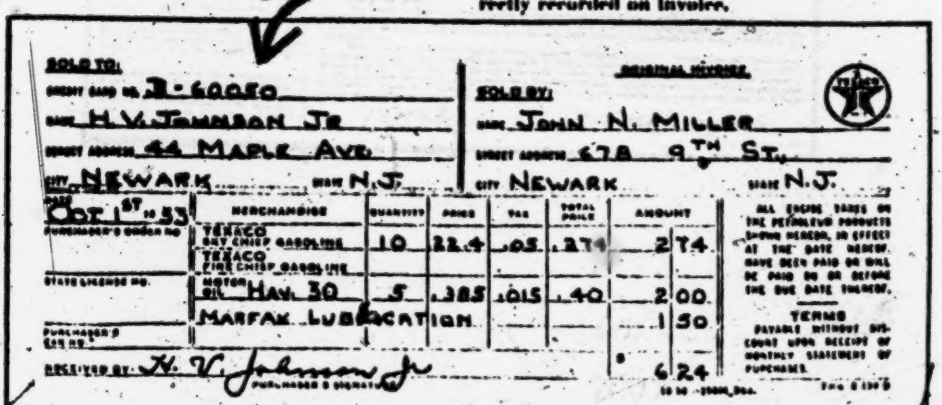


FRONT



BACK

It is essential that number and letter prefix as shown on Credit Card be correctly recorded on invoice.



The above is a reproduction of an invoice, Form S-199-D and indicates manner in which all essential information should be recorded on the form.

7804

JAX 250

Commission's Exhibit 183E

183 (4)

THE TEXAS COMPANY

INFORMATION FOR TEXACO DEALERS AND SERVICE STATION ATTENDANTS

TEXACO NATIONAL CREDIT CARD

Procedure to be followed in honoring Texaco National Credit Cards and preparing invoices. Form S-1010-D

1. Presentation of Texaco National Credit Cards

Credit Cards must be presented by customer at time of purchase, in order to permit credit purchases on the credentials of such Cards.

2. Expiration Date of Texaco National Credit Cards

The date the Credit Card expires is shown in the lower left corner of the Card. Cards older must not be credit against Credit Cards that have expired.

3. Lost or Unauthorized Texaco National Credit Cards

Loss of lost or unauthorized Credit Cards will be promptly sent to Houston. Invoices showing Credit which appear a Credit Card, Dealer should be sure that the customer's name of Credit Card and her does not appear on such list.

4. Customer's Name, Address and Credit Card Number

Print or legibly write customer's name, address and Credit Card number in Invoice Form S-1010-D in the designated boxes and transcribe it shown on Credit Card.

5. Merchandise Purchased

Show on Invoice, Form S-1010-D, a description of merchandise purchased, or service performed, including quantity, price, tax, and gross and amount. Only the amount and addition on Invoices.

6. Show Vehicle License Number

It is necessary to show some vehicle license number on invoice, except where purchase are made by personal presenting Credit Cards, and to the Texaco Credit Department. Invoices covering such purchases must be in all cases show the vehicle or tag number of the same vehicle. Other cases purchases frequently require Invoice number for to show on invoice. Dealer should always

7. Customer's Signature

Customer should sign Invoice, Form S-1010-D, in space indicated "Customer's Signature".

8. Distribution of Invoices

Give customer the original and copy of invoice. Retain original and duplicate copies.

9. Dealer's Name and Address Stock, City and State

Name and address of Dealer should be written legibly by dealer in space provided on Invoice Form S-1010-D, for purpose of expediting delivery of Invoice.

Procedure to be followed in Company Credit for Invoices, Form S-1010-D

1. Invoices Form S-1010-D, covering Credit sales to authorized holders of Texaco National Credit Cards, when prepared and handled in accordance with Dealer's Manual, should be forwarded to the Texaco Credit Department, Houston, Texas, and be accepted by the Texaco Credit Department as the amount credited.

2. List each Invoice on Form S-40, List of Credit Card Invoices, showing date of Invoice, Dealer's name, and amount of Invoice, and send original of the Invoices, Form S-40 in duplicate.

3. Original and duplicate copies of Invoices, Form S-1010-D, list of Credit Card Invoices, Form S-40, and Credit Card Invoices, will be accepted by Texaco representative on the premises of each of the dealers of Texaco stations, or be sent to the Authorized of Dealer's credit manager.

NH. H. V. JOHNSON JR.
44 MAPLE AVE.
NEWARK, N. J.

THE TEXAS COMPANY

B-60050
H V JOHNSON JR.
44 MAPLE AVE.
NEWARK N.J.

JOHN N MILLER
479 9TH ST
NEWARK N.J.

Nov. 20
MERCHANDISE

H V Johnson Jr.

7804

THE TEXAS COMPANY

FINAL DISPOSITION
DATE 6/15 183E

7807

47

250

JAX 251

Commission's Exhibit 184A

184(a)

THE TEXAS COMPANY
(C - D)

Boston 17, Mass. November 18, 1954

SALES BY DEALERS ON
TEXACO CREDIT CARDS

FEDERAL TRADE COMMISSION
DOCKET NO. 6145 COMMISSION EXHIBIT NO. 184A
IN THE MATTER OF Goodrich
DATE 11/6/57 ALL PURPOSES TIMES Official Reporters
BY Glenn

MERCHANDISING SALESMEN

GENERAL SALESMEN

BOSTON DIVISION

Gentlemen:

Attached is a reproduction of a letter to dealers, which is scheduled to be published in the November, 1954 issue of THE TEXACO DEALER, and should be received by all dealers on the mailing list on or shortly after November 15, 1954.

The intent of this message should be immediately apparent to all who READ IT. Our credit card volume, already huge, is continuing to grow rapidly and represents a tremendous business within itself. In the light of this fact and considering the plus benefits derived by our dealers from participation in the Texaco Credit Card program, we are entirely justified in insisting that the dealers play fair with us; that they do not cut corners in the handling of invoices and other forms covering credit card sales; and that they cooperate by observing the few simple principles and rules outlined in the attached letter.

Although the number of instances of proven or suspected deviations is small percentagewise when compared with the number of transactions per year, they occur much too frequently and, what is worse, seem to be increasing. Too many transactions have had to be charged back to dealers' accounts with resultant hard feelings between the dealer and the Company, or our local representative.

I am sure you will agree that we should NOT condone ANY practices that threaten the value of the TEXACO CREDIT CARD as a promotional item and any efforts expended to check such practices will be WORTH WHILE. With these thoughts in mind, it is requested that you campaign actively for a period of at least 30 DAYS to the end that EACH and EVERY TEXACO DEALER is called upon and the significance of the message in "THE TEXACO DEALER" is explained to him.

At the same time it would be well for you to review and refreshen the dealers' knowledge of the material in the placard "INFORMATION FOR TEXACO DEALERS AND SERVICE STATION ATTENDANTS", a copy of which should be on display or otherwise readily accessible at each resale outlet. A few simple rules that should be given special attention are the following:

Jobbing Salesmen
Retail Salesmen - 2 - 11-18-54

1. Be sure the credit card presented to him is of current issue.

2. Check the cancellation list to determine whether the account number and name are shown thereon.

3. Be sure that the credit card letter prefix and account number are transcribed correctly to the Form 6-1990. Erroneous numbers appear all too frequently and may be the cause of delayed or incorrect billing, thereby aggravating the customer.

4. All Form 6-1990 invoices should be turned over to the truck operator at the time of each delivery. They should not under any circumstances be allowed to accumulate for long periods of time. In fact, if deliveries are made only infrequently, it is important that arrangements be made for more frequent pick-up of credit card invoices.

It is hoped that by means of this concentrated effort to educate or re-educate our dealers and their assistants, there will be a noticeable improvement in the overall handling of credit card transactions and a sharp reduction in the number of apparently irregular sales.

Very truly yours,

JOHN T. BOLGER, JR.

JTB,JR.-FMD

CFG KCB HWL CW TFW JTB,JR.

JJL JHD JTMcH HTn JGC

ZONE MANAGERS

DJD LMS

ACB JTRn PHW

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 184B

184C

subject: misuse of credit cards

AN OPEN LETTER TO TEXACO DEALERS

In fairness to you it is thought well to express a word of caution about improper practices engaged in by a few persons who hold Texaco Credit Cards.

It is bound to happen, of course, that with more than a million Credit Cards outstanding, some will come into the hands of unscrupulous persons who deliberately misuse the credit privilege. Although the number of such instances is very small, there have been some cases where individual Dealers have been victimized for relatively large amounts.

We do not have in mind the person who uses the Credit Card for purchases of petroleum products or services, or TBA items that are mounted on or attached to the vehicle, because, as you well know, the credit risk thereby entailed is assumed entirely by The Texas Company. The person to whom we refer is the one who persuades or endeavors to persuade a Dealer to make UNAUTHORIZED sales or transactions of a nature such as the following:

examples of transactions that are not authorized

1. Delivery of tires, tubes, batteries, etc. that are not mounted on or attached to the vehicle.

   (There is reason to believe that in some cases the "purchaser" has driven away with the merchandise and sold it to another Dealer to obtain cash.)

2. The use of credit card invoices to cover UNAUTHORIZED general repairs or maintenance work.

3. The exchange of cash for a signed credit card invoice, or the inflation of the amount of such an invoice to cover cash advanced plus products purchased.

Should any person carrying a Texaco credit card approach you with the request that you make an unauthorized sale, or propose any other kind of transaction that would represent misuse of the credit privilege, it is suggested that you do not comply and that you inform someone at your supplying bulk station of the name, address and account number shown on the credit card. You will, in such cases, be rendering a valuable service to your fellow Texaco Dealers as well as to yourself and the Company.

It is not by any means our intent to restrict the normal credit privileges to which Credit Card holders are entitled, nor to discourage the use of those privileges. Our concern is only with those who seek to abuse the privileges and, unfortunately, have been successful in a few instances at the expense of Dealers who knowingly permitted unauthorized transactions.

The Texas Company

FEDERAL TRADE COMMISSION
DOCKET NO. 6425 COMMISSION EXHIBIT NO. 184C

Commission's Exhibit 185A

THE TEXAS COMPANY

Buffalo, New York, November 22, 1954

SALES BY DEALERS ON
TEXACO CREDIT CARDS

ZONE MANAGERS
GENERAL SALESMEN
MERCHANDISING SALESMEN

Gentlemen:

Attached is a copy of a letter to dealers which is scheduled to be published in the November, 1954 issue of "The Texaco Dealer", and should be received by all dealers on the mailing list on or shortly after November 15, 1954.

The intent of this message should be immediately apparent to all who read it. Our credit card volume, already huge, is continuing to grow rapidly and represents a tremendous business within itself. At this time there are credit cards in the possession of more than one million of our customers, and sales are being made at a rate approaching per year. The direct cost to the Company of this business is estimated, quite conservatively, at a minimum of per year. In the light of those facts, and considering the plus benefits derived by our dealers from participation in the Texaco credit card program, we are entirely justified in insisting that the dealers play fair with us; that they do not cut corners in the handling of invoices and other forms covering credit card sales; and that they cooperate by observing the few simple principles and rules outlined in the attached letter.

Although the number of instances of proven or suspected deviations is small percentagewise, when compared with the approximately 50,000,000 transactions per year, they occur much too frequently, and, what is worse, seem to be increasing. Entirely too many transactions have had to be charged back to dealers' accounts with resultant hard feelings between the dealer and the Company, or our local representative. Innumerable other items have had to be absorbed at the expense of the Company because of lack of sufficient proof of dealers' negligence or culpability.

I am sure you will agree that we should not condone any practices that threaten the value of the Texaco credit card as a promotional item, and any efforts expended to check such practices will be worth while.

With those thoughts in mind, it is requested that you campaign actively for a period of at least thirty days to the end that each and every dealer is called upon and the significance of the message in "The Texaco Dealer" explained to him. Among other things, it should be pointed out to each dealer that, in self-interest, if for no other reason, his active and intelligent cooperation should be given for the proper handling of sales of products and authorized merchandise and services that are made to credit card holders. At the same time it would be well for you to review and refreshen the dealers' knowledge of the material in the placard "INFORMATION FOR TEXACO DEALERS AND SERVICE STATION ATTENDANTS", a copy of which should be on display or otherwise

254

7811

Commission's Exhibit 185B

185B

255

ZONE MANAGERS
GENERAL SALESMEN
MERCHANDISING SALESMEN

November 22, 1954

readily accessible at each resale outlet. A few simple rules that should be given special attention are the following:

1. Be sure the credit card presented to him is of current issue.
2. Check the cancellation list to determine whether the account number and name are shown thereon.
3. Be sure that the credit card letter prefix and account number are transcribed correctly to the Form S-199D. Erroneous numbers appear all too frequently and may be the cause of delayed or incorrect billing, thereby aggravating the customer.
4. All Form S-199D invoices should be turned over to the Truck Operator at the time of each delivery. They should not under any circumstances be allowed to accumulate for long periods of time; in fact, if deliveries are made only infrequently, it is important that the arrangements be made for more frequent pick-up of credit card invoices.

It is hoped that by means of such a concentrated effort to educate or re-educate our dealers and their assistants, there will be a considerable improvement in the over-all handling of credit card transactions and a sharp reduction in the number of apparently irregular deals. Additional benefits will accrue from reinstilling a knowledge of credit card practices and procedures and a better appreciation of the credit card program in the minds of our own people.

It follows, of course, that the educational work should be continued indefinitely, beyond the expiration of the suggested campaign period, and that your efforts should not be relaxed to obtain the wholehearted cooperation of dealers in the correct handling of this huge volume of credit card business. Henceforth this shall be a primary and continuing responsibility of the Merchandising and General Salesmen.

As there is an equal need for this program throughout Consignee and Distributor areas, they are being asked (by copy of this letter) to cooperate to the same extent as our salaried organization.

Very truly yours,

M. C. Wall (2)

M. C. WALL

MCW/r

State Managers
EMO EAB LMT EKS

This letter is being quoted to Distributors and Consignees.

78131

JAX 256

Commission's Exhibit 185C

185C

C O P Y

256

SUBJECT: MISUSE OF CREDIT CARDS

AN OPEN LETTER TO TEXACO DEALERS

In fairness to you it is thought well to express a word of caution about improper practices engaged in by a few persons who hold Texaco Credit Cards.

It is bound to happen, of course, that with more than a million Credit Cards outstanding, some will come into the hands of unscrupulous persons who deliberately misuse the credit privilege. Although the number of such instances is very small, there have been some cases where individual Dealers have been victimized for relatively large amounts.

We do not have in mind the person who uses the Credit Card for purchases of petroleum products or services, or TBA items that are mounted on or attached to the vehicle, because, as you well know, the credit risk thereby entailed is assumed entirely by The Texas Company. The person to whom we refer is the one who persuades or endeavors to persuade a Dealer to make UNAUTHORIZED sales or transactions of a nature such as the following:

EXAMPLES OF TRANSACTIONS THAT ARE NOT AUTHORIZED

1. Delivery of tires, tubes, batteries, etc., that are not mounted on or attached to the vehicle.
   (There is reason to believe that in some cases the "purchaser" has driven away with the merchandise and sold it to another Dealer to obtain cash.)

2. The use of credit card invoices to cover UNAUTHORIZED general repairs or maintenance work.

3. The exchange of cash for a signed credit card invoice, or the inflation of the amount of such an invoice, to cover cash advanced plus products purchased.

Should any person carrying a Texaco credit card approach you with the request that you make an unauthorized sale, or propose any other kind of transaction that would represent misuse of the credit privilege, it is suggested that you do not comply and that you inform someone at your supplying bulk station of the name, address and account number shown on the credit card. You will, in such cases, be rendering a valuable service to your fellow Texaco Dealers as well as to yourself and the Company.

It is not by any means our intent to restrict the normal credit privileges to which Credit Card holders are entitled, nor to discourage the use of those privileges. Our concern is only with those who seek to abuse the privileges and, unfortunately, have been successful in a few instances at the expense of Dealers who knowingly permitted unauthorized transactions.

THE TEXAS COMPANY

7515-1

JAX 257

Commission's Exhibit 186A

THE TEXAS COMPANY

156(a)

New York, N. Y., December 10, 1954

TBA PROGRAM
CREDIT SALES OF NEW FIRESTONE
& B. F. GOODRICH TIRES, TUBES,
BATTERIES AND ACCESSORIES

CIRCULAR LETTER NO. 584

FEDERAL TRADE COMMISSION
DOCKET NO. 6185 COMMISSION EXHIBIT NO. 156A
IN THE MATTER OF Goodrich
DATE 11/6/57 WITNESS Gleason
ACE REPORTING CO., Official Reporter
By Gleason

Messrs: R. R. Kibbe
J. M. Doss
C. N. Brooks
D. E. Beaton

Gentlemen:

Effective January 1, 1955, dealers handling Texaco gasolines are authorized to honor unexpired and uncancelled Texaco National Credit Cards for purchases of new Firestone and B. F. Goodrich tires, tubes, batteries and accessories on a deferred payment basis, providing the merchandise purchased is mounted on or attached to a motor vehicle operated by the authorized holder of the credit card.

Under this plan, TBA purchases of $30.00 (net after trade-in or other allowances) or more may be paid in equal monthly installments over a 3-month period. Net purchases of $50.00 or more may be paid in equal monthly installments over a period of 6 months.

In the Pacific Coast Territory there will be a service charge of $1.00 for purchases made on 3-month terms, and a charge of $1.50 for 6-month terms. In order to meet major competition there will be no service charge imposed on purchases made in the Southern, Central, and Northern Territories.

While it is not practical to change the wording appearing on our credit card until the next printing, it is a part of this program that only purchases of Firestone and B. F. Goodrich merchandise are authorized since it will be understood that the Company does not wish to underwrite TBA sales on credit terms where it does not receive a commission.

Enclosed is specimen of a letter to be mailed by Division Managers to Texaco Dealers handling Firestone or B. F. Goodrich TBA merchandise. Each Division should arrange for printing their requirements of this letter, using outside letterhead and showing facsimile signature of Division Manager. The letters should be mailed in sufficient time to reach dealers prior to January 1, 1955.

Also enclosed is text of a message to holders of Texaco National Credit Cards, a supply of which is being printed and shipped to each Division. These will be placed in envelopes with statements mailed to active credit card accounts during the monthly billing cycle beginning January 1, 1955.

Commission's Exhibit 186B

RRK-JMD-CNB-DEB - #2

12/10/54 186 (6)

The Department Agent's office has arranged for printing a special invoice form for use by dealers making TBA sales on a deferred payment basis, also a placard giving information to dealers regarding procedures for handling invoices, etc., covering such sales. These forms are scheduled for shipment to reach Division Offices on or before December 20, 1954.

Accounting and credit instructions covering handling of TBA sales on the deferred payment basis are being issued by the Department Agent.

As you well know, the need and advisability of this program has been under consideration for quite some time, and now that it is being authorized, we would like to see it made as productive as possible. In adopting this program, The Texas Company is going to considerable expense and trouble, but we feel that it affords a wonderful opportunity for increasing our TBA sales very materially. I trust that you and your organization will leave nothing undone to make this program highly successful.

Yours very truly,

C. B. Barnett

CBB:GFL
Attachments

RWD-CHD-WFW-JEF-FMH

DWS-WJR-JMG-NB

KK

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 186B

Commission's Exhibit 186C

186

Message to be sent by Divisions in Northern, Central, and Southern Territories to Credit Card Customers announcing TEXACO DEFERRED PAYMENT PLAN

To Holders of Texaco National Credit Cards:

Your Texaco National Credit Card will hereafter provide an additional useful service. From now on, you can, when desired, take advantage of our new TEXACO DEFERRED PAYMENT PLAN for your purchases of new Firestone or B. F. Goodrich Tires, Tubes, Batteries and Automotive Accessories when purchased from and installed on your motor vehicle by your Texaco Dealer.

If you wish to purchase new Firestone or B. F. Goodrich merchandise for your car or truck through your Texaco credit card, in amounts of $30.00 (net after trade-in or other allowances) or more, payments may be arranged in equal monthly installments over a 3-month period. If your net purchase is $50.00 or more, payments may be made in equal monthly installments over a period of 6 months. There is no down payment - no service charge!

Deferred payment terms do not apply to your purchases of Texaco petroleum products or services.

We believe you will find this new Texaco Deferred Payment Plan a great convenience in fulfilling your needs for top quality Firestone or B. F. Goodrich automotive necessities usually handled by most Texaco Dealers. In addition to your monthly charges for Texaco gasolines, motor oils, and Marfak Lubrication Service, you are simply billed for the current amount due on purchases made under the Deferred Payment Plan - 1/3 or 1/6 of the total amount purchased - on your regular monthly statement.

So the next time you are talking over the needs of your car or truck with your neighborhood Texaco Dealer, remember you can now buy a complete set of new tires - in fact, anything that can be installed on your car by your Texaco Dealer - on easy terms with no down payment and no service charge through your Texaco National Credit Card. This new Texaco Deferred Payment Plan is at your disposal; do not hesitate to use it.

THE TEXAS COMPANY

FEDERAL TRADE COMMISSION
DOCKET NO. 6685 COMMISSION EXHIBIT NO. 186C

56

7810

JAX 260

Commission's Exhibit 186E

Draft of Announcement to Texaco Dealers now handling Firestone & B. F. Goodrich in Northern, Central, and Southern Territories

Dear Texaco Dealer:

Here is something you have been asking for !

On January 1, 1955, the new Texaco Deferred Payment Plan for holders of Texaco National Credit Cards will become effective. In addition to our customary 30-day terms, our new Plan will authorize Texaco Dealers to honor unexpired and uncanceled Texaco National Credit Cards for purchases of new Firestone or B. F. Goodrich tires, tubes, batteries and accessories on a maximum deferred payment basis up to 6 months. As has always been the case, such sales of TBA merchandise are authorized for Texaco Credit Card accounts providing at time of sale the TBA items sold are mounted on or attached to the vehicle operated by the customer to whom the Credit Card is issued.

The new Texaco Deferred Payment Plan makes it possible for you to sell new Firestone or B. F. Goodrich TBA items totaling $30 or more (net after trade-in or other allowances) with payments to be made in equal monthly installments over a 3-month period. Net sales of $50 or more may be paid in equal monthly installments over a period of 6 months. There is no down payment and no service charge.

We believe our new Texaco Deferred Payment Plan will be of great assistance to you in increasing your sales of all products and services at your station. It should make it easy for you to boost your sales of Firestone or B. F. Goodrich tires in sets of 2 or 4; it will enable you to add on at the same time the sale of a battery plus the other replacement necessities that will assure your customer safer, more economical, and carefree driving. What is more, now since you may take care of your customer's TBA needs on terms that are most convenient to him, it isn't likely that you will have to unnecessarily lessen your profits in order to make the sale. Remember, when a motorist desires extended terms on his TBA purchases, he is less likely to shop around and certainly less likely to quibble about price. Best of all - your sales of B. F. Goodrich or Firestone TBA to credit card accounts is actually a cash sale for you - whether the terms be 30 days, 3 months, or 6 months for your customer.

A book of special invoices, Forms S-450, together with detailed information covering proper preparation and handling will be delivered to you in a few days. It is extremely important that these invoices be prepared carefully so that your customers will be billed on the exact basis on which sales are made.

Many Texaco Dealers have expressed to us the need for a program like this to assist them in their sales of Tires, Batteries, and Accessories. We hope that this plan, which will be nationwide, will be of valuable assistance to you, so talk up the new Texaco Deferred Payment Plan - that can be tailored to your Credit Card customer's desire. Build up your sales and profits on all products and services.

Sincerely yours,

Division Manager

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 Exhibit No. 186E

58

7821

Commission's Exhibit 188

1500 Rec'd 7/2/56

INFORMATION FOR TEXACO DEALERS AND SERVICE STATION ATTENDANTS RELATING TO CREDIT SALES OF NEW FIRESTONE AND GOODRICH TIRES, TUBES, BATTERIES AND ACCESSORIES

CONDITIONS UNDER WHICH THE NET AMOUNT OF FORMS S-450, TEXACO DEFERRED PAYMENT AGREEMENT MAY BE ASSIGNED BY THE DEALER TO THE TEXAS COMPANY

Dealers handling Texaco gasoline are authorized to honor UNEXPIRED and UNCANCELLED Texaco National Credit Cards for credit purchases of new Firestone and Goodrich tires, tubes, batteries and accessories on a deferred payment basis as herein provided when the items purchased are mounted on or attached to a vehicle operated by the authorized holder of the credit card.

The procedure to be followed in honoring Texaco National Credit Cards, preparing Form S-450, Texaco Deferred Payment Agreement and assigning net amount of sales to The Texas Company is as follows:

ORIGINAL

SOLD TO:
CREDIT CARD NO. B-44054
NAME A.C. JENSEN
STREET ADDRESS 122 KILMER AVE.
CITY ALBANY STATE N.Y.
DATE JAN. 2 YR. 8
LICENSE PLATE NO. 4V7887
STATE NEW YORK

The authorized seller hereby certifies that the merchandise listed herein was installed on or attached to the above named vehicle. The Deferred Payment Agreement is hereby assigned to The Texas Company.

R P Jones
(SIGNATURE OF SELLER)
875 GARDEN ST.
(NUMBER AND STREET)
ALBANY N.Y.
(CITY OR TOWN) (STATE)

TEXACO DEFERRED PAYMENT AGREEMENT
NEW TIRES, TUBES, BATTERIES AND ACCESSORIES 508

UNITS	DESCRIPTION OF MERCHANDISE ☐ FIRESTONE ☑ GOODRICH	UNIT PRICE	TOTAL PRICE
5	4.70 X 15 TIRES	27 20	136 00
1	BATTERY	17 25	17 25
8	SPARK PLUGS	75	6 00
1	SIDE VIEW MIRROR	3 95	3 95
	GROSS SALE		163 20
	SALES & EXCISE TAX		6 80
	SUB-TOTAL		170 00
	LESS TRADE-IN		10 00
	NET SALE		$160 00

The undersigned hereby acknowledges receipt of the merchandise listed herein and agrees to pay the net amount shown hereon in
(CHECK ONE)
☐ 3 equal monthly installments,
☑ 6 equal monthly installments.
In the event of default of any installment, the unpaid balance shall immediately become due and payable.

A C Jensen
(PURCHASER'S SIGNATURE)

FORM S-450, 11-56 EDITION

1. Presentation of Texaco National Credit Cards

An unexpired and uncancelled Credit Card must be presented by the customer at the time of sale in order to make purchases on an installment basis on the authority of such cards. The expiration date is shown in the lower left corner of the Credit Card.

2. Lost or Cancelled Texaco National Credit Cards

Lists of lost or cancelled Credit Cards will be periodically sent to Dealers. Before making credit deliveries on authority of a Credit Card, Dealer should be certain that the customer's name or Credit Card number does not appear on such lists. Only Credit Cards that are marked DUPLICATE should be honored if listed as lost.

3. Customer's Name, Address and Credit Card Number

Print or legibly write customer's Credit Card number and letter prefix, name and address on Form S-450 in the identical manner such information is shown on Credit Card.

4. Terms

Deferred credit terms are NOT applicable to purchases of less than $30.00.

Deferred credit terms of 3 months, i.e., payable in 3 equal monthly installments are authorized for purchases totaling $30.00 or more.

Deferred credit terms of 6 months, i.e., payable in 6 equal monthly installments are authorized for purchases totaling $50.00 or more.

The payment plan selected by the purchaser in conformance with the foregoing, should be designated by a check mark in the appropriate place on Form S-450.

5. Authorized Merchandise

Purchases on a deferred payment basis must be confined to NEW Firestone or Goodrich tires, tubes, batteries, automobile accessories and installation charges. All merchandise listed on Form S-450 must be mounted on or attached to the vehicle operated by the authorized holder of the Credit Card. FORMS S-1980, INVOICE, SHOULD BE USED TO COVER SALES OF TEXACO PETROLEUM PRODUCTS AND SERVICES, ALSO TIRES, TUBES, BATTERIES AND ACCESSORIES THAT ARE NOT SOLD

chased, unit price and total price of each type. Total the amounts listed in total price column to determine the gross amount of merchandise sold, add sales and excise tax, if applicable, to determine sub total, then deduct trade-in allowance, if any, to determine the net amount of sale.

7. State and License Number

The LICENSE NUMBER and STATE indicated on plate attached to vehicle on which the items purchased are mounted or installed must be shown in space provided on Form S-450.

8. Purchaser's Signature

The signature of the Credit Card holder must be affixed to each Form S-450 in space provided.

9. Signature of Seller

The personal signature of the Seller (Dealer) should appear on each Form S-450, followed by the complete address (Street and number, City and State) of the Dealer's place of business.

10. Distribution of Forms S-450

The purchaser should be presented with the triplicate (pink) copy of Form S-450. The original (green) and duplicate (yellow) copies should be retained by Dealer for subsequent assignment to The Texas Company.

11. Assignment of Form S-450, Deferred Payment Agreement to The Texas Company

Forms S-450 covering sales made on a deferred payment basis and handled in line with procedures stated herein, may be assigned to The Texas Company as follows:

(a) Prepare Form S-90, List of Credit Card Deliveries, in triplicate by listing each Form S-450 together with Form S-1980, Credit Card Invoice, showing date of sale, Credit Card number with letter prefix, and the NET AMOUNT of sale. Show total amount of all sales listed on each Form S-90.

(b) Original and duplicate copies of correctly prepared Forms S-450 and original Forms S-1980 supported by original and duplicate of Form S-90 will be accepted by Truck Operators as the equivalent of cash for the purchase of Texaco products or on a payment

CONDITIONS UNDER WHICH THE NET AMOUNT OF FORM S-450,
TEXACO DEFERRED PAYMENT AGREEMENT
MAY BE ASSIGNED BY THE DEALER TO THE TEXAS COMPANY

Dealers handling Texaco gasolines are authorized to honor UNEXPIRED and UNCANCELLED Texaco National Credit Cards for credit purchases of new Firestone and Goodrich tires, tubes, batteries and accessories on a deferred payment basis as herein provided when the items purchased are mounted on or attached to a vehicle operated by the authorized holder of the credit card.

The procedure to be followed in honoring Texaco National Credit Cards, preparing Form S-450, Texaco Deferred Payment Agreement and assigning net amount of sales to The Texas Company is as follows:

ORIGINAL

SOLD TO:
CREDIT CARD NO. B-44084
NAME A.C. JENSEN
STREET ADDRESS 122 KILMER AVE.
CITY ALBANY STATE N.Y.
DATE JAN. 2 YR. 8
LICENSE PLATE NO. 4V7887
STATE NEW YORK

TEXACO DEFERRED PAYMENT AGREEMENT
NEW TIRES, TUBES, BATTERIES AND ACCESSORIES — 508

QUANTITY	DESCRIPTION OF MERCHANDISE ☐ FIRESTONE ☐ GOODRICH	UNIT PRICE	TOTAL PRICE
5	4.70 X 15 TIRES	32 20	161 00
1	BATTERY	17 25	17 25
8	SPARK PLUGS	75	6 00
1	SIDE VIEW MIRROR	3 98	3 95
	GROSS SALE		188 20
	SALES & EXCISE TAX		6 80
	SUB-TOTAL		170 00
	LESS TRADE-IN		10 00
	NET SALE		160 00

The undersigned hereby acknowledges receipt of the merchandise and agrees to pay the amount above known in (CHECK ONE)
☐ 3 equal monthly installments.
☐ 6 equal monthly installments.
In the event of default of any installment, the unpaid balance shall immediately become due and payable.

(SIGNATURE OF SELLER)
875 GARDEN ST.
(STREET AND NUMBER)
ALBANY N.Y.
(CITY OR TOWN) (STATE)

A.C. Jensen
(PURCHASER'S SIGNATURE)

FORM S-450, 11-56 EDITION

1. Presentation of Texaco National Credit Cards

An unexpired and uncancelled Credit Card must be presented by the customer at the time of sale in order to make purchases on an installment basis on the authority of such cards. The expiration date is shown in the lower left corner of the Credit Card.

2. Lost or Cancelled Texaco National Credit Cards

Lists of lost or cancelled Credit Cards will be periodically sent to Dealers. Before making credit deliveries on authority of a Credit Card, Dealer should be certain that the customer's name or Credit Card number does not appear on such lists. Only Credit Cards that are marked DUPLICATE should be honored if listed as lost.

3. Customer's Name, Address and Credit Card Number

Print or legibly write customer's Credit Card number and letter prefix, name and address on Form S-450 in the identical manner such information is shown on Credit Card.

4. Terms

Deferred credit terms are NOT applicable to purchases of less than $30.00.

Deferred credit terms of 3 months, i.e., payable in 3 equal monthly installments are authorized for purchases totaling $30.00 or more.

Deferred credit terms of 6 months, i.e., payable in 6 equal monthly installments are authorized for purchases totaling $50.00 or more.

The payment plan selected by the purchaser in conformance with the foregoing, should be designated by a check mark in the appropriate place on Form S-450.

5. Authorized Merchandise

Purchases on a deferred payment basis must be confined to NEW Firestone or Goodrich tires, tubes, batteries, automobile accessories and installation charges. All merchandise listed on Form S-450 must be mounted on or attached to the vehicle operated by the authorized holder of the Credit Card. FORMS S-1980, INVOICE, SHOULD BE USED TO COVER SALES OF TEXACO PETROLEUM PRODUCTS AND SERVICES, ALSO TIRES, TUBES, BATTERIES AND ACCESSORIES THAT ARE NOT SOLD ON A DEFERRED PAYMENT BASIS.

6. Merchandise Purchased

Show on Form S-450 number of units purchased, a description of each type of merchandise purchased, unit price and total price of each type. Total the amounts listed in total price column to determine the gross amount of merchandise sold, add sales and excise tax, if applicable, to determine sub total, then deduct trade-in, allowance, if any, to determine the net amount of sale.

7. State and License Number

The LICENSE NUMBER and STATE indicated on plate attached to vehicle on which the items purchased are mounted or installed must be shown in space provided on Form S-450.

8. Purchaser's Signature

The signature of the Credit Card holder must be affixed to each Form S-450 in space provided.

9. Signature of Seller

The personal signature of the Seller (Dealer) should appear on each Form S-450, followed by the complete address (Street and number, City and State) of the Dealer's place of business.

10. Distribution of Forms S-450

The purchaser should be presented with the triplicate (pink) copy of Form S-450. The original (green) and duplicate (yellow) copies should be retained by Dealer for subsequent assignment to The Texas Company.

11. Assignment of Form S-450, Deferred Payment Agreement to The Texas Company

Forms S-450 covering sales made on a deferred payment basis and handled in line with procedures stated herein, may be assigned to The Texas Company as follows:

(a) Prepare Form S-98, List of Credit Card Deliveries, in triplicate by listing each Form S-450 together with Form S-1980, Credit Card Invoice, showing date of sale, Credit Card number with letter prefix and the NET AMOUNT of sale. Show total amount of all sales listed on each Form S-98.

(b) Original and duplicate copies of correctly prepared Forms S-450 and original Forms S-1980 supported by original and duplicate of Form S-98 will be accepted by Truck Operators as the equivalent of cash for the purchase of Texaco products or as a payment on Dealer's credit account.

(c) The Texas Company reserves the right to return assignment of any Form S-450 submitted by Dealer more than 15 days after date of purchase by Credit Card customer.

THE TEXAS COMPANY

Form S-450 A-11-56

7825

JAX 262

Commission's Exhibit 190

THE TEXAS COMPANY 190

Butte, Montana, December 6, 1956

TEXACO DEFERRED PAYMENT PLAN
T.B.A. MERCHANDISE

TO ALL TEXACO DEALERS

(2 - 46.1)

Gentlemen:

The reverse side of our credit card reads in part as follows:

"This card will be honored for the following merchandise and services:

1. Texaco Petroleum Products, Marfak Lubrication Service, Washing and Polishing Service for Passenger cars and Trucks.

2. New Firestone or B. F. Goodrich Passenger car and Truck tires, tubes, batteries, and accessories, plus installation charges, if any, providing the merchandise is mounted on or attached to motor vehicle operated by holder of card."

In connection with purchases of Firestone or Goodrich merchandise referred to above, we wish to call your attention to the Texaco DEFERRED Payment Plan, which provides:

1. Payments covering net purchases (after trade-in or other allowances) of $30.00 or more may be made in equal monthly installments over a 3 month period. A service charge of $1.00 applies to such a purchase.

2. Payments covering net purchases of $50.00 or more may be made in equal monthly installments over a 6 month period. A service charge of $1.50 applies to such purchases.

The above Plan should greatly assist dealers handling Firestone or Goodrich products, to sell large quantities of T.B.A. merchandise. The handling charges are the lowest we know of.

Despite this, however, sales in October were as follows:

	PER CENT OF DEFERRED PAYMENT SALES TO TOTAL [illegible]
Butte Division	7.20
Los Angeles Division	26.66
Seattle Division	13.01

We urge you and your employees who may be participating in a Bonus Plan, to take full advantage of the Texaco Deferred Payment Plan.

Yours very truly,

IHC:KK

Consignees & Distributors
SPA-Tak [illegible] L. S.
MJA-[illegible]
EJW-[illegible]

JAX 263

Commission's Exhibit 202

202

April, 1957

The following items are excluded from our Sales Commission Program:

1. Federal Excise Tax.
2. State or City Sales Tax.
3. Used Tires and Tubes.
4. Camelback and tread stocks not purchased from Firestone.
5. Retreads not purchased from Firestone, except dealer produced retreads covered by our policy.
6. Home and Auto Supply Department #5, (Major Appliances) and #13, (Television).
7. Home and Auto Supplies and Battery Acid not purchased from Firestone.
8. Adjustment sales.
9. Wheels, Rims, Weights.
10. Mechanical goods.
11. Equipment and supplies.
12. Advertising material and supplies.
13. Sales to "O" Dealers.
14. Sales to outlets served by other qualified outlets.
15. Delivery commission.
16. Sales to States, Local Governments and State Institutions that buy under State Purchasing Arrangements. Also sales to national accounts billed by Firestone.

JAX 264

Commission's Exhibit 204A

ITEM 3(a) - 4(a) - 4(d) - 4(c)
CHICAGO STANDARD METROPOLITAN AREA

"C" ACCOUNTS - YEAR 1935

	* NUMBER OF ACCOUNTS BUYING									DOLLAR PURCHASES			
	FIRESTONE			GOODRICH			BOTH FIRES. & B.F.G.			FIRESTONE & GOODRICH			
MONTH	T&I	BATT.	ACC.	T&I	BATT.	ACC.	T&I	BATT.	ACC.	T&I	BATT.	ACC.	TOTAL
Jan.	37	29	25	111	87	90	6	0	1	30036	11650	6665	48351
Feb.	48	26	22	140	117	105	4	0	1	51766	15978	7123	74867
Mar.	53	20	32	156	97	98	2	0	2	43886	5791	8629	58306
Apr.	45	13	31	175	94	128	4	0	0	59729	4521	10649	74899
May	54	17	32	189	113	105	4	0	5	69625	5992	8692	84309
June	53	17	31	154	95	100	11	0	3	50458	6073	6100	62631
July	53	23	36	127	99	96	9	0	5	60352	7427	11451	79230
Aug.	54	26	33	172	149	125	9	0	4	61878	17259	9812	88949
Sept.	52	27	33	129	111	100	6	1	3	49311	13713	8024	71048
Oct.	53	36	31	173	169	181	17	3	6	43551	25935	20440	89926
Nov.	53	30	34	168	167	145	11	3	5	41489	27210	14120	82819
Dec.	58	30	30	194	165	123	11	2	4	51687	28723	13252	93662
TOTAL										613768	170472	124757	908997

*Monthly count based on number purchasing $1.00 or more during each month.

JAX 265

Commission's Exhibit 204B

ITEM 3(a) - 4(a) - 4(d) - 4(e)
CHICAGO STANDARD METROPOLITAN AREA

"D" ACCOUNTS - YEAR 1955

MONTH	* NUMBER OF ACCOUNTS BUYING FIRESTONE T&T	FIRESTONE BATT.	FIRESTONE ACC.	GOODRICH T&T	GOODRICH BATT.	GOODRICH ACC.	BOTH FIRES. & B.F.G. T&T	BOTH FIRES. & B.F.G. BATT.	BOTH FIRES. & B.F.G. ACC.	DOLLAR PURCHASES FIRESTONE & GOODRICH T&T	BATT.	ACC.	TOTAL
Jan.	9	4	5	9	2	2	0	0	0	3935	1096	562	5593
Feb.	9	3	4	9	1	3	0	0	0	3219	596	529	4344
Mar.	9	1	4	6	--	4	0	0	0	51	16	650	717
Apr.	8	3	5	6	4	2	0	0	0	2515	[illegible]	754	3529
May	8	1	6	10	3	3	0	0	0	3120	143	297	3560
June	9	2	5	10	4	5	0	0	0	760	163	326	1249
July	11	2	5	4	3	3	0	0	0	2234	216	894	3334
Aug.	11	3	5	7	2	6	0	0	0	4162	166	481	4809
Sept.	7	3	6	4	2	2	0	0	0	1366	192	317	1875
Oct.	9	3	4	12	9	8	0	0	0	2429	796	863	4188
Nov.	11	5	3	9	8	5	0	0	0	2770	942	693	4305
Dec.	10	5	6	8	7	4	0	0	0	2051	867	589	3507
TOTAL										28612	5453	6955	41020

*Monthly count based on number purchasing $1.00 or more during each month.

FEDERAL TRADE COMMISSION
DOCKET NO. 6985 EXHIBIT NO. 204B

26 - 204(A)

1:2:1:1

Commission's Exhibit 204C

ITEM 3(a) - 4(a) - 4(d) - 4(e)
CHICAGO STANDARD METROPOLITAN AREA

"E" ACCOUNTS - YEAR 1955

	*NUMBER OF ACCOUNTS BUYING									DOLLAR PURCHASES FIRESTONE & GOODRICH			
	FIRESTONE			GOODRICH			BOTH FIRES.&B.F.G.						
MONTH	T&I	BATT.	ACC.	T&I	BATT.	ACC.	T&I	BATT.	ACC.	T&I	BATT.	ACC.	TOTAL
Jan.	2	1	1	1	-	-	0	0	0	5292	-230	-31	5023
Feb.	2	1	2	-	-	-	0	0	0	5749	2019	4271	12039
Mar.	1	1	1		-	-	0	0	0	2637	60	679	3376
Apr.	1	1	2	-	-	-	0	0	0	10650	-81	3963	14532
May	2	1	1	1	-	-	0	0	0	6306	-41	1457	7722
June	1	2	2	-	-	-	0	0	0	-321	218	373	270
July	2	2	2	-	-	-	0	0	0	31601	762	2357	34720
Aug.	2	2	2	-	-	-	0	0	0	-1410	-1886	2284	-1012
Sept.	2	1	2	1	-	-	0	0	0	4208	1374	1034	6616
Oct.	2	2	2	-	-	-	0	0	0	22521	-24	1437	23934
Nov.	2	1	1	1	-	-	0	0	0	9173	2554	625	12348
Dec.	2	2	2	-	-	-	0	0	0	4853	2287	585	7725
TOTAL										101259	7000	19034	127293

*Monthly count based on number purchasing $1.00 or more during each month.

DOCKET 6483 204 C

JAX 267

Commission's Exhibit 204D

ITEM 3(a) - 4(a) - 4(d) - 4(e)
CHICAGO STANDARD METROPOLITAN AREA

"C" ACCOUNTS - YEAR 1956

	* NUMBER OF ACCOUNTS BUYING									DOLLAR PURCHASES FIRESTONE & GOODRICH			
	FIRESTONE			GOODRICH			BOTH FIRES.&B.F.G.						
MONTH	T&I	BATT.	ACC.	T&I	BATT.	ACC.	T&I	BATT.	ACC.	T&I	BATT.	ACC.	TOTAL
Jan.	50	23	24	143	112	103	4	1	4	30987	8663	7776	47426
Feb.	46	22	31	167	134	131	17	1	5	46645	10068	8484	65197
Mar.	54	23	36	165	93	130	12	1	6	48553	5595	10739	64887
Apr.	52	18	44	169	101	148	16	1	4	59921	5159	11556	76636
May	54	20	33	157	107	152	15	2	5	65327	7233	13311	85871
June	51	27	34	197	127	148	22	2	4	71681	12176	15289	99146
July	51	23	36	199	138	156	10	1	4	70130	13564	17515	*101209
Aug.	52	27	36	168	135	162	16	1	6	62781	10379	11818	84978
Sept.	54	27	35	175	179	166	14	1	4	58306	20430	18460	97196
Oct.	58	35	29	170	170	160	14	0	6	54615	20234	19934	94783
Nov.	69	40	40	166	189	157	9	1	5	53099	30243	22496	105838
Dec.	74	48	50	135	137	108	13	1	3	56066	24452	15455	95973
										678111	168196	172833	1019140

*Monthly count based on number purchasing $1.00 or more during each month.

JAX 268

Commission's Exhibit 204E

ITEM 3(a) - 4(a) - 4(d) - 4(e)
CHICAGO STANDARD METROPOLITAN AREA

"D" ACCOUNTS - YEAR 1956

	* NUMBER OF ACCOUNTS BUYING									DOLLAR PURCHASES FIRESTONE & GOODRICH			
	FIRESTONE			GOODRICH			BOTH FIRES. & B.F.G.						
MONTH	T&I	BATT.	ACC.	T&I	BATT.	ACC.	T&I	BATT.	ACC.	T&I	BATT.	ACC.	TOTAL
Jan.	7	4	4	6	0	3	0	0	0	3451	325	413	4189
Feb.	7	3	4	7	2	7	0	0	0	1549	195	621	2365
Mar.	9	4	3	5	3	6	0	0	0	2069	197	720	2986
Apr.	12	4	6	6	1	6	0	0	0	3517	118	501	4136
May	11	3	6	5	3	5	0	0	0	3303	205	649	4157
June	13	4	5	5	1	2	0	0	0	4742	127	499	5368
July	8	3	6	6	2	3	0	0	0	4760	183	696	5639
Aug.	9	5	6	6	2	4	0	0	0	4681	917	365	5963
Sept.	10	5	6	6	1	4	0	0	0	3022	1173	1011	5206
Oct.	9	5	5	5	2	4	0	0	0	766	2078	823	3667
NOV.	9	4	3	5	2	4	0	0	0	2800	985	649	4434
Dec.	11	6	4	2	--	-	0	0	0	6987	408	270	7665
TOTAL										41647	6911	7217	55775

*Monthly count based on number purchasing $1.00 or more during each month.

JAX 269

Commission's Exhibit 204F

ITEM 3(a) - 4(a) - 4(d) - 4(e)
CHICAGO STANDARD METROPOLITAN AREA

"E" ACCOUNTS - YEAR 1956

	* NUMBER OF ACCOUNTS BUYING									DOLLAR PURCHASES FIRESTONE & GOODRICH			
	FIRESTONE			GOODRICH			BOTH FIRES. & B.F.G.						
MO	T&I	BATT.	ACC.	T&I	BATT.	ACC.	T&I	BATT.	ACC.	T&I	BATT.	ACC.	TOTAL
Jan.	2	2	1	-	-	-	0	0	0	2267	325	56	2648
Feb.	2	1	1	-	-	-	0	0	0	-10303	393	5418	-4492
Mar.	1	1	1	-	-	--	0	0	0	4908	26	984	5918
Apr.	2	1	2	-	-	-	0	0	0	-1601	-338	675	-664
May	2	2	1	-	-	-	0	0	0	6943	103	623	7669
June	2	2	2	-	-	-	0	0	0	7053	3429	1118	11600
July	2	1	1	-	-	--	0	0	0	2975	276	1570	4821
Aug.	2	1	1	1	-	--	0	0	0	8661	-149	1290	9802
Sept.	2	1	1	1	-	-	0	0	0	1544	659	481	2684
Oct.	2	2	1	1	-	-	0	0	0	6898	2788	1058	10744
Nov.	2	1	1	-	-	-	0	0	0	13018	-251	2744	15511
Dec.	2	2	2	1	-	-	0	0	0	13637	3210	1422	18269
TOTAL										56600	10471	17439	84510

*Monthly count based on number purchasing $1.00 or more during each month.

FEDERAL TRADE COMMISSION
DOCKET NO. 6470 COMMISSION EXHIBIT NO. 204F

FEDERAL TRADE COMMISSION
DOCKET NO. 6412 SUBMISSION NO. 2054
IN THE MATTER OF Goodyear
DATE 11/4/57 WITNESS
ACE REPORTING CO., Official Reporters
By

Item 3(a) - 4(a) - 4(b) - 5(a)

OMAHA Standard Metropolitan Area

"C" Accounts - - - Year 1955

*Number of Accounts Buying

Month	Firestone Tires	Firestone Batteries	Firestone Accessories	Goodrich Tires	Goodrich Batteries	Goodrich Accessories	Both Firestone & Goodrich Tires	Both Firestone & Goodrich Batteries	Both Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich Tires	Dollar Purchases Firestone & Goodrich Batteries	Dollar Purchases Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich Total
Jan.	24	15	15	5	5	4	-	1	3	[illegible]	[illegible]	[illegible]	[illegible]
Feb.	26	19	21	5	6	5	1	1	4	[illegible]	[illegible]	[illegible]	[illegible]
Mar.	22	11	19	6	4	5	-	-	4	[illegible]	[illegible]	[illegible]	[illegible]
Apr.	24	11	21	6	4	4	-	1	4	[illegible]	[illegible]	[illegible]	[illegible]
May	27	15	20	6	3	5	[illegible]	-	4	[illegible]	[illegible]	[illegible]	[illegible]
June	30	16	24	7	3	7	-	-	2	[illegible]	[illegible]	[illegible]	[illegible]
July	27	17	21	6	6	6	1	-	3	[illegible]	[illegible]	[illegible]	[illegible]
Aug.	25	19	20	6	5	4	1	-	4	[illegible]	[illegible]	[illegible]	[illegible]
Sept.	25	22	23	7	5	7	-	[illegible]	2	[illegible]	[illegible]	[illegible]	[illegible]
Oct.	26	24	22	6	5	7	1	-	2	[illegible]	[illegible]	[illegible]	[illegible]
Nov.	27	24	25	6	6	7	1	-	2	[illegible]	[illegible]	[illegible]	[illegible]
Dec.	27	24	21	5	4	5	1	-	3	[illegible]	[illegible]	[illegible]	[illegible]
Total										[illegible]	[illegible]	[illegible]	[illegible]

*Monthly count, based on number purchasing $1.00 or [illegible] each month.

270

JAX 270
Commission's Exhibit 2064

FEDERAL TRADE COMMISSION
DOCKET NO. 4485 COMMISSION EXHIBIT NO. 205B

Item 3(a) - 4(a) - 4(d) - 4(e)

Omaha Standard Metropolitan Area

"D" Accounts --- Year 1955

Month	Firestone Tires Tubes	Firestone Batteries	Firestone Accessories	Goodrich Tires Tubes	Goodrich Batteries	Goodrich Accessories	Both Firestone & Goodrich Tires Tubes	Both Firestone & Goodrich Batteries	Both Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich Tires Tubes	Dollar Purchases Firestone & Goodrich Batteries	Dollar Purchases Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich Total
Jan.	3	1	4	1	1	-	-	-	-	334.	41.	56.	431.
Feb.	5	1	4	4	1	-	-	-	-	1744.	39.	4.	1784.
Mar.	4	-	3	1	1	-	-	-	-	604.	53.	94.	2032.
Apr.	5	-	2	4	1	-	-	-	-	1794.	15.	183.	1992.
May	4	1	3	2	1	-	-	-	-	1716.	53.	174.	[illegible]
June	5	-	2	2	1	-	-	-	-	1464.	50.	174.	[illegible]
July	5	-	3	1	1	-	-	-	-	3417.	50.	345.	[illegible]
Aug.	4	-	3	2	1	-	-	-	-	1413.	13.	73.	[illegible]
Sept.	5	1	4	2	1	1	-	-	-	3784.	111.	831.	[illegible]
Oct.	5	1	2	1	1	-	-	-	-	3572.	40.	77.	[illegible]
Nov.	4	-	2	1	1	-	-	-	-	2041.	[illegible]	340.	[illegible]
Dec.	5	1	3	4	1	-	-	-	-	2130.	146.	55.	[illegible]
Total										27116.	818.	2594.	[illegible]

*Monthly count, based on number purchasing $1.00 or more during each month.

Commission's Exhibit 205B

JAN 21

0-3247

205B

Item 3(a) - 4(a) - 4(d) - 4(e)

FEDERAL TRADE COMMISSION
DOCKET NO. 6185 EXHIBIT NO. 3052

OMAHA Standard Metropolitan Area

"C" Accounts - Year 1956

272

JAX 273
Commission's Exhibit 3052

*Number of Accounts Buying

Month	Firestone Tires Tubes	Firestone Batteries	Firestone Accessories	Goodrich Tires Tubes	Goodrich Batteries	Goodrich Accessories	Both Firestone & Goodrich Tires Tubes	Both Firestone & Goodrich Batteries	Both Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich Tires Tubes	Dollar Purchases Firestone & Goodrich Batteries	Dollar Purchases Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich Total
Jan.	23	14	20	8	6	9	-	-	-	2034.	1140.	1664.	[illegible]
Feb.	21	23	24	0	1	0	-	-	-	6[illegible]	1[illegible]	1572.	[illegible]
Mar.	26	18	24	6	5	5	1	1	4	9[illegible]	1394.	[illegible]	1[illegible]
Apr.	28	17	22	9	2	9	1	-	2	1[illegible]	7[illegible]	[illegible]	[illegible]
May	33	15	20	6	3	5	-	-	2	1[illegible]	94	3[illegible]	[illegible]
June	32	20	23	7	6	7	1	1	3	[illegible]	2[illegible]	1[illegible]	[illegible]
July	31	20	20	5	6	8	-	-	-	1[illegible]	2[illegible]	[illegible]	[illegible]
Aug.	32	22	29	6	6	7	1	-	3	1[illegible]	2672.	3[illegible]	[illegible]
Sept.	25	21	25	5	4	6	1	1	3	1[illegible]	[illegible]	[illegible]	[illegible]
Oct.	25	23	25	7	6	7	2	2	3	1[illegible]	[illegible]	[illegible]	[illegible]
Nov.	25	24	24	6	5	5	3	2	4	1[illegible]	3160.	[illegible]	[illegible]
Dec.	30	24	27	5	6	8	3	1	2	1[illegible]	[illegible]	3813.	[illegible]
Total										[illegible]	[illegible]	[illegible]	[illegible]

*Monthly count, based on number purchasing $1.00 or more during each month.

2052

2052 41

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMPLAINT EXHIBIT NO. 2052

Item 3(a) - 4(a) - 4(d) - 4(e)

OMAHA Standard Metropolitan Area

"7" Accounts - - - Year 1954

Month	*Number of Accounts Buying: Firestone Tires Tubes	Firestone Batteries	Firestone Accessories	Goodrich Tires Tubes	Goodrich Batteries	Goodrich Accessories	Both Firestone & Goodrich Tires Tubes	Both Firestone & Goodrich Batteries	Both Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich: Tires Tubes	Batteries	Accessories	Total
Jan.	1	-	-	-	-	-	-	-	-	231.	-	-	231.
Feb.	4	-	1	-	-	-	-	-	-	149.	-	5	154.
Mar.	1	-	2	-	-	-	-	-	-	183.	-	10	193.
Apr.	3	2	2	-	-	-	-	-	-	2203.	38	174.	2415.
May	3	1	2	-	-	1	-	-	-	1154.	4.	35.	[illegible]
June	3	2	2	1	-	-	-	-	-	1078.	22.	105.	[illegible]
July	5	2	7	1	-	1	-	-	-	1760.	108.	194.	2142.
Aug.	3	2	3	1	-	-	-	-	-	271.	40.	22.	[illegible]
Sept.	5	1	3	-	-	-	-	-	-	7391.	11.	10.	[illegible]
Oct.	5	3	4	-	-	-	-	-	-	1633.	446.	528	1711.
Nov.	5	4	3	-	-	-	-	-	-	[illegible]	[illegible]	317.	[illegible]
Dec.	5	2	4	-	-	-	-	-	-	[illegible]	60.	38.	[illegible]
Total										[illegible]	[illegible]	[illegible]	[illegible]

*Monthly count, based on number purchasing $1.00 or more during each month.

273

JAX 273
Commission's Exhibit 2052

FEDERAL TRADE COMMISSION
DOCKET No. [illegible] COMMISSION EXHIBIT No. 206A
IN THE MATTER OF Goodrich
DATE 1/4/57 PRINTED [illegible]
ACE REPORTING CO., Official Reporters
By [illegible]

Item 3(a) - 4(a) - 4(d) - 4(e)

LINCOLN Standard Metropolitan Area

"C" Accounts - - - Year 1955

Number of Accounts Purchasing

Month	Firestone Tires Tubes	Firestone Motor Series	Firestone Access. Series	Goodrich Tires Tubes	Goodrich Motor Series	Goodrich Access. Series	Both Firestone & Goodrich Tires Tubes	Both Firestone & Goodrich Motor Series	Both Firestone & Goodrich Access. Series	Dollar Purchases Firestone & Goodrich Tires Tubes	Dollar Purchases Firestone & Goodrich Motor Series	Dollar Purchases Firestone & Goodrich Access. Series	Dollar Purchases Firestone & Goodrich Total
Jan.	13	8	9	-	-	1	-	-	-	[illegible]	[illegible]	[illegible]	[illegible]
Feb.	13	14	14	1	-	2	-	-	-	3762.	946.	778.	5694.
Mar.	14	9	15	1	-	2	-	-	-	[illegible]	[illegible]	[illegible]	[illegible]
Apr.	13	5	13	-	-	2	-	-	-	6771.	916.	[illegible]	[illegible]
May	15	4	13	-	-	2	-	-	-	[illegible]	[illegible]	[illegible]	[illegible]
June	14	10	14	1	-	-	-	-	-	[illegible]	[illegible]	[illegible]	[illegible]
July	14	9	13	1	-	1	-	-	-	[illegible]	[illegible]	[illegible]	[illegible]
Aug.	15	11	10	1	-	2	-	-	-	[illegible]	[illegible]	[illegible]	[illegible]
Sept.	15	13	14	1	-	1	-	-	-	[illegible]	[illegible]	[illegible]	[illegible]
Oct.	14	14	9	-	-	1	-	-	-	[illegible]	[illegible]	[illegible]	[illegible]
Nov.	15	14	11	1	-	-	-	-	-	[illegible]	[illegible]	[illegible]	[illegible]
Dec.	14	14	14	1	-	1	-	-	-	[illegible]	[illegible]	[illegible]	[illegible]
Total										[illegible]	[illegible]	[illegible]	[illegible]

Monthly count, based on dollar purchases [illegible] or more during any month.

JAX 274
Commission's Exhibit 206A

71

2/4

FEDERAL TRADE COMMISSION
DOCKET No. [illegible] EXHIBIT No. [illegible]

Atlas [illegible]

LINCOLN Standard Metropolitan Area

D Accounts Year 1935

Number of Accounts Dealing

Month	Firestone Tires Tubes	Firestone Batteries	Firestone Accessories	Goodrich Tires Tubes	Goodrich Batteries	Goodrich Accessories	Both Firestone & Goodrich Tires Tubes	Both Firestone & Goodrich Batteries	Both Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich Tires Tubes	Dollar Purchases Firestone & Goodrich Batteries	Dollar Purchases Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich Total
Jan.	—	—	—	—	—	1	—	—	—	—	—	22.	22.
Feb.	—	—	—	—	—	1	1	—	—	—	—	41.	41.
Mar.	—	—	—	—	—	1	—	—	—	—	—	7.	7.
Apr.	—	—	—	—	—	2	—	—	—	—	—	56.	56.
May	—	—	—	—	—	2	—	—	—	—	—	16.	16.
June	—	—	—	—	—	2	—	—	—	—	—	31.	31.
July	—	—	—	—	—	1	—	—	—	—	—	1.	1.
Aug.	—	—	—	—	—	2	—	—	—	—	—	57.	57.
Sept.	—	—	—	—	—	1	—	—	—	—	—	18.	18.
Oct.	—	—	—	—	—	2	—	—	—	—	—	11.	11.
Nov.	—	—	—	—	—	1	—	—	—	—	—	17.	17.
Dec.	—	—	—	—	—	1	—	—	—	—	—	55.	55.
Total	—	—	—	—	—	—	—	—	—	—	—	375.	375.

*Monthly count, based on number purchasing $1.00 or more during each month.

JAX 275

Commissioner's Exhibit 2008

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206 (6)

9236

FEDERAL TRADE COMMISSION
DOCKET NO. 6444 EXHIBIT NO. 2465

Item 3(a) - 4(a) - 4(d) - 4(e)

LINCOLN Standard Metropolitan Area

"C" Accounts - - - Year 1956

Month	*Number of Accounts Buying: Firestone Tires Tubes	Firestone Batteries	Firestone Accessories	Goodrich Tires Tubes	Goodrich Batteries	Goodrich Accessories	Both Firestone & Goodrich Tires Tubes	Both Firestone & Goodrich Batteries	Both Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich: Tires Tubes	Batteries	Accessories	Total
Jan.	16	17	13	-	-	-	-	-	-	3208.	1990.	438.	[illegible]
Feb.	17	14	13	-	-	-	-	-	-	1779.	470.	481.	2731.
Mar.	17	11	14	-	-	-	-	-	-	5746.	492.	1612.	7950.
Apr.	14	9	15	-	-	-	-	-	-	1551.	110.	1917.	[illegible]
May	18	10	10	-	-	-	-	-	-	3412.	336.	1500.	[illegible]
June	20	9	14	-	-	-	-	-	-	8591.	841.	[illegible]	[illegible]
July	19	8	17	-	2	-	-	2	-	6658.	558.	1372.	[illegible]
Aug.	18	10	10	-	-	-	-	-	-	6531.	526.	653.	[illegible]
Sept.	3	3	2	-	-	-	-	-	-	894.	148.	[illegible]	[illegible]
Oct.	18	12	4	-	-	-	1	1	4	17016.	641.	7416.	[illegible]
Nov.	17	10	6	-	-	-	-	-	6	[illegible]	802.	[illegible]	[illegible]
Dec.	17	12	2	-	-	-	-	-	5	[illegible]	824.	248.	[illegible]
Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

*Monthly count, based on number purchasing $1.00 or more [illegible]

Commission's Exhibit 2465

JAX 276

272

FEDERAL TR. COMMISSION
DOCKET NO. 6445 EXHIBIT NO. 206E

Item 3(a) - 4(a) - 4(d) - 4(e)

LINCOLN Standard Metropolitan Area

"D'L'B" Accounts - - - Year 1956

*Number of Accounts Buying

Month	Firestone Tires Tubes	Firestone Batteries	Firestone Accessories	Goodrich Tires Tubes	Goodrich Batteries	Goodrich Accessories	Both Firestone & Goodrich Tires Tubes	Both Firestone & Goodrich Batteries	Both Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich Tires Tubes	Dollar Purchases Firestone & Goodrich Batteries	Dollar Purchases Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich Total
Jan.	—	—	—	—	—	—	—	—	—	—	—	—	—
Feb.	—	—	—	—	—	—	—	—	—	—	—	—	—
Mar.	—	—	—	—	—	—	—	—	—	—	—	—	—
Apr.	—	—	—	—	—	—	—	—	—	—	—	—	—
May	—	—	—	—	—	—	—	—	—	—	—	—	—
June	—	—	—	—	—	—	—	—	—	—	—	—	—
July	—	—	—	—	—	—	—	—	—	—	—	—	—
Aug.	—	—	—	—	—	—	—	—	—	—	—	—	—
Sept.	—	—	—	—	—	—	—	—	—	—	—	—	—
Oct.	—	—	—	—	—	—	—	—	—	—	—	—	—
Nov.	—	—	—	—	—	—	—	—	—	—	—	—	—
Dec.	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—

*Monthly count, based on number purchasing $1.00 or more during each month.

NOTHING TO REPORT.

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JAX 277

Commission's Exhibit 206E

101

306 (2)

FEDERAL TRADE COMMISSION
DOCKET NO. [illegible] EXHIBIT NO. [illegible]
IN THE MATTER OF [illegible]
DATE [illegible] WITNESS [illegible]
ACE REPORTING CO., Official Reporter
By [illegible]

JAX 278
Commission's Exhibit 288A

Item 3(a) - 4(a) - 4(d) - 4(e)

Dallas Standard Metropolitan Area

"G" Accounts - Year [illegible] 1955

Month	NUMBER OF ACCOUNTS BUYING* Firestone Tires & Tubes	Firestone Batteries	Firestone Accessories	Goodrich Tires & Tubes	Goodrich Batteries	Goodrich Accessories	Firestone & Goodrich Tires & Tubes	Firestone & Goodrich Batteries	Firestone & Goodrich Accessories	DOLLAR PURCHASES FIRESTONE & GOODRICH Tires & Tubes	Batteries	Accessories	Total
Jan.	49	35	41	15	17	21	8	2	9	17905	3436	5843	27182
Feb.	48	33	41	19	15	18	7	1	13	[illegible]	3096	9178	[illegible]
Mar.	53	38	38	19	14	17	5	2	17	[illegible]	3870	9765	[illegible]
Apr.	55	44	41	15	15	18	5	2	14	[illegible]	4723	9606	[illegible]
May	52	40	42	22	17	20	5	5	15	[illegible]	4650	9885	33387
June	55	47	45	18	14	19	10	2	16	[illegible]	2761	7897	31266
July	66	55	36	1	0	1	0	0	0	[illegible]	[illegible]	6046	[illegible]
Aug.	60	51	48	15	18	25	8	1	18	[illegible]	10695	8743	[illegible]
Sept.	59	54	50	20	18	18	7	1	19	[illegible]	[illegible]	6363	[illegible]
Oct.	61	59	47	21	16	20	5	1	18	[illegible]	[illegible]	6020	[illegible]
Nov.	63	56	58	16	19	19	6	1	8	[illegible]	6904	12178	[illegible]
Dec.	64	57	56	18	17	21	5	1	10	[illegible]	6202	10911	41617
Total										[illegible]	76890	102225	479662

*Monthly count based on number purchasing $1.00 or more during each month.

103

8361

107(c)

2

FEDERAL TRADE COMMISSION
DOCKET NO. (49) STATEMENT NO. 216

Item 3(a) - 4(a) - 4(d) - 4(e)

Dallas Standard Metropolitan Area

"B" Accounts - Year 1955

* NUMBER OF ACCOUNTS BUYING

Month	Firestone Tires & Tubes	Firestone Batteries	Firestone Accessories	Goodrich Tires & Tubes	Goodrich Batteries	Goodrich Accessories	Both Firestone & Goodrich Tires & Tubes	Both Firestone & Goodrich Batteries	Both Firestone & Goodrich Accessories	DOLLAR PURCHASES FIRESTONE & GOODRICH Tires & Tubes	Batteries	Accessories	Total
Jan.	13	4	4	1	1	3	0	0	0	42854	214	372	43440
Feb.	9	4	4	1	1	2	0	0	0	43303	113	1151	44567
Mar.	10	3	6	2	1	3	0	0	0	12681	311	704	13696
Apr.	15	6	10	1	1	2	0	0	1	4740	235	933	5908
May	8	4	3	2	1	4	0	0	1	15760	603	1269	17632
June	14	7	5	2	0	4	1	0	0	16821	979	1010	18810
July	19	7	7	3	0	1	0	0	0	13874	1013	931	15818
Aug.	17	5	7	1	0	1	1	0	2	82311	711	448	83470
Sept.	13	5	3	4	3	4	0	0	1	3554	662	540	4656
Oct.	16	4	5	4	3	6	0	0	0	5134	1236	1441	7811
Nov.	14	7	5	1	1	4	0	0	1	3332	540	1828	5700
Dec.	16	6	6	3	0	4	0	0	1	3245	376	623	4244
Total										247609	6893	11250	265752

*Monthly count based on number purchasing $1.00 or more during each month.

JAX 270
Commission's Exhibit 207B

104

8208

27

103(A)

FEDERAL TRADE COMMISSION
DOCKET NO. 4466 DOCUMENT EXHIBIT NO. 20-P

JAX 200
Commission's Exhibit 20-P

Item 3(a) - 4(a) - 4(d) - 4(e)

Dallas Standard Metropolitan Area

"G" Accounts - Year 1956

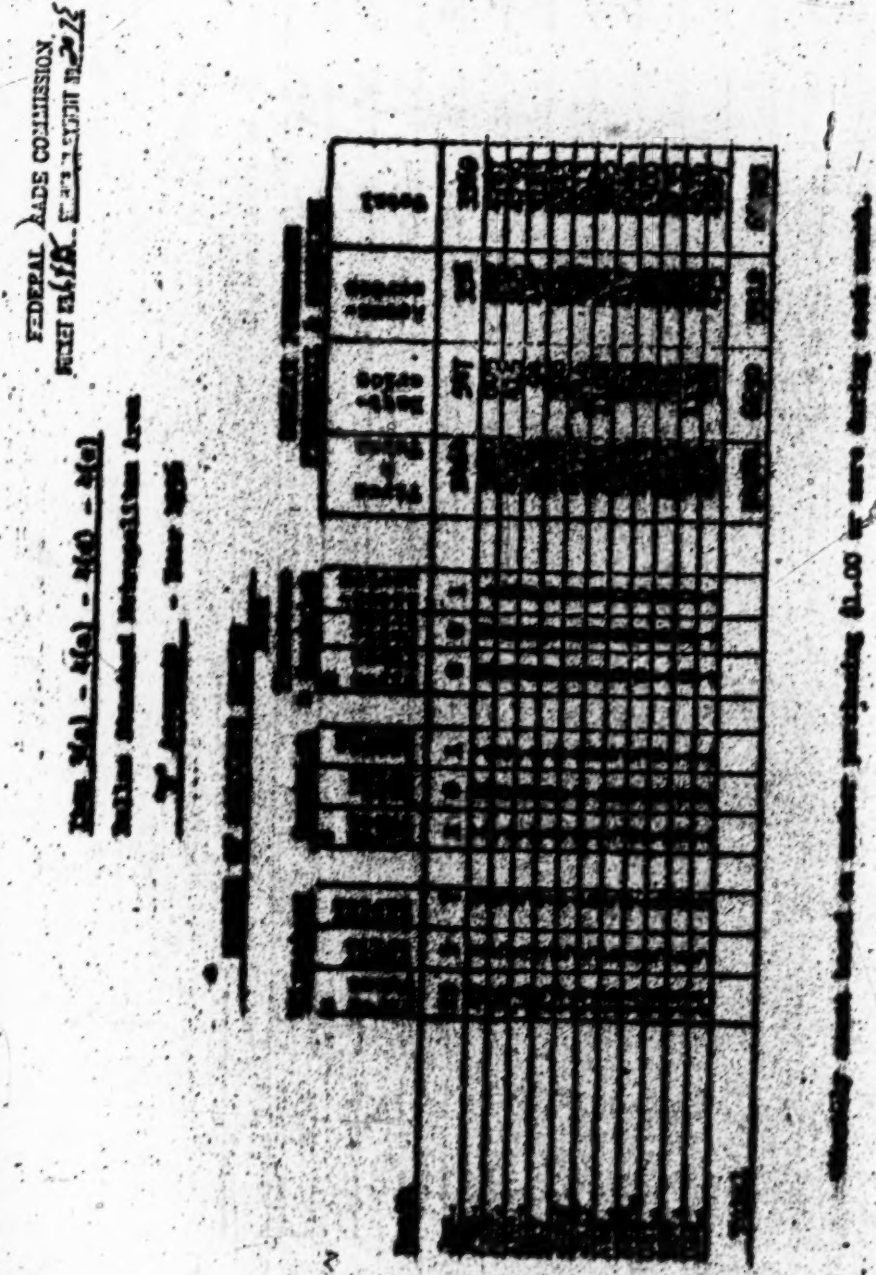
* NUMBER OF ACCOUNTS BUYING

Month	Firestone Tires & Tubes	Firestone Batteries	Firestone Accessories	Goodrich Tires & Tubes	Goodrich Batteries	Goodrich Accessories	Firestone & Goodrich Tires & Tubes	Firestone & Goodrich Batteries	Firestone & Goodrich Accessories	DOLLAR PURCHASES FIRESTONE & GOODRICH Tires & Tubes	Batteries	Accessories	Total
Jan.	58	50	50	21	18	20	2	2	7	85475	5618	8440	99537
Feb.	[illegible]	[illegible]	47	15	15	17	3	2	10	[illegible]	6393	[illegible]	[illegible]
Mar.	60	50	56	16	14	21	3	1	8	[illegible]	3094	8832	36051
Apr.	[illegible]	[illegible]	54	13	9	21	1	0	8	[illegible]	4082	8709	[illegible]
May	[illegible]	[illegible]	[illegible]	20	19	18	13	7	8	83940	5897	7002	97839
June	[illegible]	[illegible]	56	19	20	[illegible]	5	6	8	38819	11500	[illegible]	[illegible]
July	[illegible]	[illegible]	57	17	18	[illegible]	[illegible]	3	9	34330	11703	7981	[illegible]
Aug.	60	50	65	[illegible]	17	24	6	5	5	[illegible]	11654	6897	43133
Sept.	[illegible]	[illegible]	62	17	18	17	4	1	5	[illegible]	6985	7073	49720
Oct.	[illegible]	61	69	2	5	1	1	0	0	81695	6924	[illegible]	[illegible]
Nov.	66	52	58	15	17	15	4	[illegible]	[illegible]	87639	7904	[illegible]	48839
Dec.	69	51	57	16	15	14	4	2	5	[illegible]	6337	[illegible]	50104
Total										854975	89533	98068	986086

*Monthly count, based on number purchasing $1.00 or more during each month.

JAX 281

Commission's Exhibit 207E



FEDERAL TRADE COMMISSION
DOCKET NO. 6[illegible]
IN THE MATTER OF Goodyear
DATE 11/[illegible]
By [illegible]

Item No. - [illegible] - [illegible] - [illegible]
[illegible] Schedule [illegible]
[illegible] Accounts [illegible]

*Number of Accounts During

Month	Firestone Tires Tubes	Firestone Batteries	Firestone Accessories	Goodrich Tires Tubes	Goodrich Batteries	Goodrich Accessories	Both Firestone & Goodrich Tires Tubes	Both Firestone & Goodrich Batteries	Both Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich Tires Tubes	Dollar Purchases Firestone & Goodrich Batteries	Dollar Purchases Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich Total
Jan.	35	12	15	13	10	13	4	-	-	15370	876	1734	16[illegible]
Feb.	35	12	17	13	9	12	1	-	1	13[illegible]	1426	1[illegible]	10[illegible]
Mar.	35	11	24	14	12	13	-	-	1	14[illegible]	1658	3[illegible]	20[illegible]
Apr.	34	11	20	16	12	12	2	-	2	12[illegible]	1175	[illegible]	[illegible]
May	32	15	20	13	14	15	1	-	1	[illegible]	[illegible]	3[illegible]	[illegible]
June	31	17	20	15	14	16	1	-	-	[illegible]	1242	[illegible]	30[illegible]
July	30	19	24	15	14	15	1	-	1	[illegible]	[illegible]	[illegible]	[illegible]
Aug.	30	19	22	14	15	13	2	-	-	[illegible]	[illegible]	[illegible]	[illegible]
Sept.	30	23	24	14	16	16	2	-	-	[illegible]	[illegible]	[illegible]	[illegible]
Oct.	28	27	25	13	18	14	3	1	-	[illegible]	[illegible]	[illegible]	[illegible]
Nov.	30	19	26	13	13	14	3	1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Dec.	[illegible]	[illegible]	24	14	12	14	3	1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

*[illegible] count, based on number [illegible] or one [illegible]

Complaint's Exhibit 1004A

JAX 282

282

FEDERAL TRADE COMMISSION
DOCKET NO. 645 EXHIBIT NO. 2068

Item 3(a) - 4(c) - 4(d) - 4(e)

ATLANTA Standard Metropolitan Area

"D" Accounts - - - Year 1955

Month	Number of Accounts Buying*									Dollar Purchases Firestone & Goodrich			
	Firestone			Goodrich			Both Firestone & Goodrich						
	Tires Tubes	Batteries	Accessories	Tires Tubes	Batteries	Accessories	Tires Tubes	Batteries	Accessories	Tires Tubes	Batteries	Accessories	Total
Jan.	10	1	2	5	-	2	-	-	-	2898.	77.	78.	2973.
Feb.	11	1	5	4	-	3	1	-	-	2031.	64.	283.	2378.
Mar.	10	4	4	5	1	4	-	-	-	3162.	31.	144.	3337.
Apr.	14	1	2	3	-	3	-	-	1	5767.	167.	973.	6457.
May	14	4	3	3	-	2	-	-	-	7193.	72.	594.	7835.
June	9	3	4	5	1	5	1	-	-	8573.	268.	203.	8943.
July	10	1	3	4	1	4	1	-	-	7394.	164.	312.	7904.
Aug.	11	2	2	3	1	4	[illegible]	-	-	4924.	245.	370.	5551.
Sept.	11	3	2	2	1	2	1	-	-	7454.	448.	181.	8083.
Oct.	12	3	3	3	1	4	-	-	-	4770.	514.	433.	5717.
Nov.	10	3	4	2	-	1	-	-	-	8110.	364.	83.	8557.
Dec.	9	3	5	2	-	-				818.	404.	146.	1368.
Total					0					64905.	4567.	4468.	74000.

*Monthly count, based on number purchasing $1.00 or more during each month.

JAX 283
Commission's Exhibit 2068

FEDERAL TRADE COMMISSION
DOCKET NO. 6[illegible] EXHIBIT NO. 2080

Item 3(a) - 4(a) - 4(d) - 4(e)

ATLANTA Standard Metropolitan Area

'C' Accounts - - - Year 1956

Number of Accounts Buying

Month	Firestone Tires Tubes	Firestone Batteries	Firestone Accessories	Goodrich Tires Tubes	Goodrich Batteries	Goodrich Accessories	Both Firestone & Goodrich Tires Tubes	Both Firestone & Goodrich Batteries	Both Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich Tires Tubes	Dollar Purchases Firestone & Goodrich Batteries	Dollar Purchases Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich Total
Jan.	29	19	26	13	14	15	5	1	1	12501.	7599.	3346.	19[illegible]
Feb.	27	22	23	14	15	14	5	1	4	15405.	3445.	3533.	2[illegible]
Mar.	30	20	27	17	13	16	4	1	1	23156.	1874.	4508.	[illegible]
Apr.	33	22	27	15	14	13	1	1	2	23303.	1[illegible]	[illegible]	[illegible]
May	33	23	31	13	13	15	6	4	4	[illegible]	[illegible]	[illegible]	[illegible]
June	37	27	30	16	13	16	3	1	3	[illegible]	[illegible]	[illegible]	[illegible]
July	36	30	33	15	17	19	6	1	2	[illegible]	[illegible]	[illegible]	[illegible]
Aug.	34	30	32	18	16	15	2	1	2	[illegible]	[illegible]	[illegible]	[illegible]
Sept.	37	31	37	19	17	18	3	1	3	[illegible]	[illegible]	[illegible]	[illegible]
Oct.	42	35	31	18	18	19	3	4	4	16707.	6316.	[illegible]	[illegible]
Nov.	41	35	36	18	17	19	2	1	1	[illegible]	[illegible]	[illegible]	[illegible]
Dec.	50	36	50	19	18	20	2	-	2	[illegible]	[illegible]	[illegible]	[illegible]
Total										[illegible]	[illegible]	[illegible]	[illegible]

Monthly count, based on number purchasing 1.00 or more during each month.

JAX 294
Commission's Exhibit 2080

FEDERAL TRADE COMMISSION
DOCKET NO. 6886 EXHIBIT NO. 2082

Item 3(a) - 4(a) - 4(d) - 4(e)

ATLANTA Standard Metropolitan Area

[illegible] Accounts - - - Year 1956

Month	Number of Accounts Buying: Firestone Tires Tubes	Firestone Batteries	Firestone Accessories	Goodrich Tires Tubes	Goodrich Batteries	Goodrich Accessories	Both Firestone & Goodrich Tires Tubes	Both Firestone & Goodrich Batteries	Both Firestone & Goodrich Accessories	Dollar Purchases Firestone & Goodrich: Tires Tubes	Batteries	Accessories	Total
Jan.	9	1	4	2	-	1	-	-	-	1119.	60.	731.	[illegible]
Feb.	8	1	3	2	-	2	-	-	-	1[illegible]	72.	150.	3202.
Mar.	8	2	1	2	-	-	-	-	-	2[illegible]	41.	1.	3012.
Apr.	9	2	6	2	-	-	-	-	-	3[illegible]	102.	152.	[illegible]
May	9	2	2	2	-	2	1	-	-	18[illegible]	[illegible]	[illegible]	13762.
June	10	1	3	3	-	1	-	-	-	5[illegible]	150.	195.	5372.
July	10	2	5	3	-	1	-	-	-	[illegible]	[illegible]	195.	[illegible]
Aug.	10	2	5	3	-	-	-	-	-	6[illegible]	[illegible]	190.	6510.
Sept.	9	3	3	4	1	2	-	-	-	7354.	195.	1[illegible].	7[illegible]
Oct.	10	2	7	3	-	2	-	-	-	[illegible]	[illegible]	[illegible]	[illegible]
Nov.	9	2	5	3	1	3	-	-	-	5[illegible]	128.	727.	6[illegible]
Dec.	10	2	6	1	-	3	-	-	1	[illegible]	3[illegible]	[illegible]	[illegible]
Total										[illegible]	[illegible]	[illegible]	[illegible]

Monthly count, based on number purchasing $1.00 or more during each month.

JAX 285

Commission's Exhibit 2082

2082

Commission's Exhibit 21-A

B.F. Goodrich

9

Dollar Volume of Sales - Divisions 1956

Division	Tires and Tubes	Batteries	Accessories and other merchandise	Total
Boston	498,551	620,629	54,736	1,173,916
Buffalo	350,619	761,124	68,081	1,179,824
New York	1,109,129	2,304,447	218,738	3,632,314
Norfolk	810,980	750,461	160,855	1,722,296
Chicago	4,711,374	2,745,584	809,804	8,266,762
Denver	451,250	52,118	174,448	677,816
Indianapolis	684,398	51,884	90,993	827,275
Kansas City	605,281	52,030	56,624	713,935
Atlanta	1,211,683	1,306,899	228,530	2,747,112
Dallas	724,017	318,466	211,477	1,253,960
Houston	1,136,651	186,453	202,061	1,526,165
New Orleans	1,311,396	109,676	130,964	1,552,036
Seattle	236,529	22,951	44,073	303,553
Los Angeles	2,412,847	296,801	477,207	3,216,855
Portland	447,200	37,076	125,648	609,924
Total	16,243,729	1,790,045	2,892,872	20,926,646

Dollar Volume of Sales - Territories 1955-1956 Inc.

Territory	Year	Tires and Tubes	Batteries	Accessories and other merchandise	Total
Northern	1952	2,390,079	622,362	300,248	3,012,689
Central	1952	2,574,230	508,471	299,000	3,382,701
Southern	1952	3,070,003	822,052	309,000	4,201,055
Pacific Coast	1952	1,370,554	588,581	299,909	2,259,047
Total	1952	10,204,866	2,541,417	1,208,157	13,746,283
Northern	1953	2,741,532	739,860	350,498	3,831,898
Central	1953	3,150,091	578,488	299,799	3,928,378
Southern	1953	3,211,570	910,251	359,300	4,481,220
Pacific Coast	1953	1,854,639	738,104	350,804	2,943,547
Total	1953	10,957,832	2,967,703	1,360,335	15,185,870
Northern	1954	2,964,665	750,038	370,472	4,085,175
Central	1954	2,903,520	708,550	380,070	3,972,140
Southern	1954	3,556,867	1,029,251	532,119	5,118,237
Pacific Coast	1954	1,983,360	891,966	350,367	3,225,693
Total	1954	11,408,412	3,420,554	1,632,028	16,450,994
Northern	1955	3,275,564	968,096	367,510	4,611,574
Central	1955	3,498,664	941,075	269,000	4,708,745
Southern	1955	4,237,920	1,158,613	520,529	5,917,164
Pacific Coast	1955	2,428,632	2,368,[illegible]	[illegible]	3,576,868
Total	1955	13,218,740	1,703,132	2,012,372	17,934,244
Northern	1956	3,650,927	1,056,101	497,970	5,204,998
Central	1956	3,077,539	930,618	580,908	4,589,065
Southern	1956	4,389,147	1,158,494	773,032	5,720,673
Pacific Coast	1956	3,326,116	1,356,528	490,068	5,172,712
Total	1956	14,443,729	4,500,741	2,598,878	20,932,348

Dollar Volume of Sales by Tire Classes 1955-1956

Tire Class	Year	Tires and Tubes	Batteries	Accessories and other merchandise	Total
C	1952	9,336,397	1,968,[illegible]	[illegible]	[illegible]
D	1952	1,509,306	372,222	[illegible]	[illegible]
E	1952	1,378,823	236,372	[illegible]	[illegible]
B	1952	2,862,020	564,[illegible]	[illegible]	[illegible]
Total	1952	10,204,866	2,541,417	[illegible]	[illegible]
C	1953	5,062,882	1,770,078	[illegible]	[illegible]
D	1953	1,885,829	309,394	[illegible]	[illegible]
E	1953	1,828,519	275,877	[illegible]	[illegible]
B	1953	2,182,502	612,354	[illegible]	[illegible]
Total	1953	10,957,632	2,967,703	[illegible]	[illegible]
C	1954	5,535,326	2,160,[illegible]	[illegible]	[illegible]
D	1954	1,509,100	322,529	[illegible]	[illegible]
E	1954	1,452,465	274,034	[illegible]	[illegible]
B	1954	2,911,521	673,471	[illegible]	[illegible]
Total	1954	11,408,412	3,420,554	[illegible]	[illegible]
C	1955	6,824,413	2,117,570	[illegible]	[illegible]
D	1955	1,797,770	424,598	[illegible]	[illegible]
E	1955	1,666,972	436,307	[illegible]	[illegible]
B	1955	3,509,585	724,657	[illegible]	[illegible]
Total	1955	13,818,740	3,703,132	[illegible]	[illegible]
C	1956	7,416,584	2,[illegible]	[illegible]	[illegible]
D	1956	1,821,842	315,876	[illegible]	[illegible]
E	1956	1,506,238	441,316	[illegible]	[illegible]
B	1956	3,360,065	320,[illegible]	[illegible]	[illegible]
Total	1956	14,443,729	4,500,741	[illegible]	[illegible]

FEDERAL TRADE COMMISSION
DOCKET 3.6 EXHIBIT
IN THE MATTER OF Goodrich
DATE 11/6/57
Official
By

Commission's Exhibit 2138

F(BOB) FINKELSTEIN

DOLLAR VOLUME OF SALES - DIVISION 1954

Division	Tires and Tubes	Batteries	Accessories and other merchandise	Total
Boston	2,582,601.	178,607.	294,880	3,056,108.
Buffalo	1,410,000	118,000	196,000	1,724,000
New York	2,072,000	212,000	252,100	2,540,000
Norfolk	2,000,000	189,593.	350,063	3,516,500
Chicago	1,907,000	167,092.	255,190.	2,370,363
Denver	2,215,000	218,012.	521,915.	2,907,550
Minneapolis	2,580,000	200,777.	340,300	3,126,000
Minneapolis	2,532,600	156,402.	305,400	3,000,002
Atlanta	2,362,100	221,708.	546,277.	3,132,178.
Dallas	2,210,000	242,252.	340,575.	2,796,923.
Houston	1,650,000	163,681.	160,006.	1,970,713.
New Orleans	2,201,000	140,563.	270,612.	2,600,000
Santa	1,392,000	106,200	210,669.	1,712,700.
Los Angeles	2,110,000	205,000	414,211.	2,730,892.
Seattle	1,220,000	123,000.	308,152.	1,961,340.
Total	32,008,210.	2,660,832.	4,810,000	39,479,222.

DOLLAR VOLUME OF SALES - TERRITORIES: INCLUDES INC.

Territory	Year	Tires and Tubes	Batteries	Accessories and other merchandise	Total
Northern	1952	6,605,213.	1,060,960.	2,958,000.	
Central	1952	6,081,123.	2,056,351.	8,137,474.	
Southern	1952	6,013,268.	2,110,000.	8,079,692.	
Pacific Coast	1952	4,171,816	800,000.	4,971,816.	
Total	1952	22,771,565.	6,117,906.	29,889,701.	
Northern	1953	6,987,006.	1,801,820.	8,788,906.	
Central	1953	6,756,307.	2,170,945.	8,925,302.	
Southern	1953	6,031,069.	2,217,200.	8,251,063.	
Pacific Coast	1953	3,113,100.	1,870,000.	4,983,100.	
Total	1953	23,784,444.	7,910,000.	30,948,444.	
Northern	1954	7,080,219.	1,400,320.	8,480,578.	
Central	1954	6,901,836.	1,768,706.	8,700,542.	
Southern	1954	7,003,317.	1,767,814.	8,771,131.	
Pacific Coast	1954	3,215,870.	1,610,888.	4,826,758.	
Total	1954	24,701,182.	6,543,335.	30,780,517.	
Northern	1955	8,257,208.	2,304,248.	10,561,456.	
Central	1955	8,354,791.	1,868,200.	10,222,991.	
Southern	1955	8,176,253.	2,946,973.	11,123,226.	
Pacific Coast	1955	4,103,468	1,211,209.	5,314,677.	
Total	1955	29,290,963.	8,319,630.	37,262,172.	
Northern	1956	9,657,678.	2,972,650.	12,630,328.	
Central	1956	9,285,250.	2,340,293.	11,625,543.	
Southern	1956	8,010,610.	2,902,320.	10,912,930.	
Pacific Coast	1956	5,236,888.	2,345,661.	7,582,549.	
Total	1956	32,408,216.	2,660,832.	42,710,208.	37,479,222.

DOLLAR VOLUME OF SALES BY TYPE DISCOUNT GROUPS

Type Discount	Year	Tires and Tubes	Batteries	Accessories and other merchandise	Total
	1951	10,188,120.	3,860,000		13,938,560
D	1951	4,907,000.	1,303,000.		6,210,000.
E	1951	2,332,000.	668,000.		3,000,000.
B	1951	5,344,000.	1,101,000.		6,445,000
Total	1951	22,771,120.	6,117,000.		29,588,720
C	1953	11,302,200.	4,000,000.		15,301,000.
D	1953	4,916,700	1,850,000.		6,830,000.
E	1953	2,538,700.	670,000.		3,200,000.
B	1953	5,027,000	1,370,000.		6,400,000
Total	1953	23,784,000.	7,910,000.		30,948,000
C	1954	12,225,002.	3,916,700.		16,141,702
D	1954	4,430,277.	806,000.		5,236,000.
E	1954	2,542,751	672,780		3,215,000
B	1954	4,503,112.	868,000.		5,371,000
Total	1954	24,701,182.	6,543,000		30,780,000
	1955	15,246,013.	1,007,000.	2,851,300	19,104,000
E	1955	5,132,013.	2,120,000.	660,000.	8,000,000
E	1955	3,276,230	1,200,000	3,000,000	7,381,000
B	1955	5,436,000.	290,000	550,000	6,000,000
Total	1955	29,290,763.	4,617,000	7,055,000	37,262,000
C	1956	17,031,301.	1,355,679	3,230,000	22,000,000
D	1956	5,653,637.	252,000	600,000	6,000,000
E	1956	2,269,363.	702,000.	300,000	3,000,000
B	1956	5,433,000	350,000	500,000	6,000,000
Total	1956	32,408,219	2,660,000	4,700,000	37,479,000

FEDERAL TRADE COMMISSION

8253

JAX 288

Commission's Exhibit 215

288

In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 1(a) OF SPECIFICATION 1 OF SUBPOENA

The number of Continental lessees are set out as follows:

Year	Number
1952*	1138
1953*	1295
1954*	1548
1955*	1765
1956 (June 30)	1856

* As of December 1.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 215
IN THE MATTER OF B.F. Goodrich, et al
DATE 11/3/57 WITNESS —
ACE REPORTING CO., Official Reporter
By Gam

21 8281

117 1

JAX 289

Commission's Exhibit 216

289

In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 1(b) OF SPECIFICATION 1 OF SUBPOENA

The number of Continental branded gasoline contract dealers are set out as follows:

Year	Number
1952*	4561
1953*	4393
1954*	4388
1955*	4154
1956 (June 30)**	4039

* As of December 1.

** Dealer count made only on December 1 of each year. Figures shown as of June 30, 1956, arrived at by averaging figures for December 1, 1955, and December 1, 1956.

NOTE: This classification includes motels, garages, country stores, drive-in restaurants or any other type of dealer account that handles Conoco branded gasoline under contract with Continental.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 216
IN THE MATTER OF B.F. Goodrich Co., et al
DATE 11/5/57 WITNESS —
ACME REPORTING CO., Official Reporters
By Gam

216
8285

118 2

JAX 290

Commission's Exhibit 217

In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 1(c) OF SPECIFICATION 1 OF SUBPOENA

The number of Continental trademark gasoline jobbers are set out as follows:

Year	Number
1952*	546
1953*	563
1954*	601
1955*	618
1956 (June 30)**	646

* As of December 1.

** Jobber count made only on December 1 of each year. Figures shown as of June 30, 1956, arrived at by averaging figures for December 1, 1955, and December 1, 1956.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION'S EXHIBIT NO. 217
IN THE MATTER OF B.F. Goodrich Co. et al
DATE 11/7/57 WITNESS —
ACE REPORTING CO., Official Reporter
By Gem

119 3

8286

217

JAX 291

Commission's Exhibit 218

In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 1(d) OF SPECIFICATION 1 OF SUBPOENA

The number of commission agents** of Continental Oil Company are set out as follows:

Year	Number
1952*	887
1953*	875
1954*	872
1955*	869
1956 (June 30)	889

* As of December 1.

** Conoco commission agents operate wholesale bulk plants that are owned or held under lease by Conoco. Said agents make sales (and deliveries) of Conoco products at prices established by Conoco and are compensated upon a commission basis.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 218
IN THE MATTER OF B.F. Goodrich Co. et al
DATE 11/3/57 WITNESS —
ACME REPORTING CO., Official Reporter
By Glen

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JAX 292

Commission's Exhibit 219

In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 2(a) OF SPECIFICATION 1 of SUBPOENA

The number of each type of Conoco outlet specified in Item 1 of the subpoena which were approved by Goodrich are set out as follows:

Year	("L" Accounts)	("D" Accounts)	("J" and "JW" Accounts)	("CR" and "CRW" Accounts)
1952*	1026	2263	205	162
1953*	1241	2518	308	241
1954*	1481	2599	329	266
1955*	1729	2667	371	303
1956 (June 30)	1805	2720	377	302

* As of December 31.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 219
IN THE MATTER OF B.F. Goodrich Co. et al
DATE 11/2/57 WITNESS —
Alt. Hearing Co., Official Reporter
By Gam

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Commission's Exhibit 220A

In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 2(b) OF SPECIFICATION 1 OF SUBPOENA

The Headquarters Office of the Marketing Department has never maintained records which would permit a breakdown of the number of Conoco accounts by outlet classification purchasing Goodrich TBA. The credit memos received monthly from Goodrich containing a breakdown of the sales and commissions are by rate of commission only and do not separate or distinguish between outlets subject to the same rate of commission (i.e., "L" and "D" accounts are grouped together because the rate of commission is 10 per cent as to both types of outlet). Any records which would permit a breakdown as requested under this item are maintained by our various marketing division offices. A survey of these offices indicated that only fragmentary records are available for the years 1952 and 1953. By agreement of counsel, the records of the marketing divisions, insofar as they are available, were used to obtain information for the years 1954 and 1955 only. The information in question was obtained from postings which had been done currently at the time of receipt of the forms 381 every month from Goodrich. The actual forms 381 for the years 1954 and 1955 have been deleted in almost every instance by the marketing divisions, pursuant to our routine file deletion program; however, even if the forms 381 were still a part of our records, the assembling of the requested information from these forms would be an almost insurmountable task.

Subject to the above comments, the number of accounts by outlet classification purchasing $1.00 or more TBA during the last quarter of 1954 and 1955, respectively, upon whose purchases commissions were paid by Goodrich are hereinafter set out insofar as our available records permit:

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 220A
IN THE MATTER OF B.F. Goodrich Co., et al
DATE 11/1/57 WITNESS
ACME REPORTING CO., Official Reporter
By Gans

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Commission's Exhibit 220B

"L" ACCOUNTS*

Number of ** Conoco Lessees	Number Approved by Goodrich ***	Number Purchasing
742	704	372

"D" ACCOUNTS*

Number of ** Conoco Dealers	Number approved by Goodrich ***	Number Purchasing
2010	1064	202

"J" AND "JW" ACCOUNTS*

Number of ** Conoco Jobbers	Number Approved by Goodrich ***	Number Purchasing
341	178	107

"CR" AND "CRW" ACCOUNTS*

Number of Conoco ** Commission Agents	Number Approved by Goodrich ***	Number Purchasing
421	119	107

* Based upon the records of the following Marketing Divisions: Albuquerque Division, Butte Division (including area which was Spokane Division in 1954), Houston Division (including area which is now New Orleans Division), Kansas City Division, and Lincoln Division. No records available for Chicago Division, Denver Division, Fort Worth Division, Oklahoma City Division (including area which is now Memphis Division), Minneapolis Division and Salt Lake City Division.

** As of December 1.

*** As of December 31.

JAX 295

Commission's Exhibit 220C

"L" ACCOUNTS*

Number of ** Conoco Lessees	Number Approved by Goodrich ***	Number Purchasing
1196	1136	608

"D" ACCOUNTS*

Number of ** Conoco Dealers	Number Approved by Goodrich ***	Number Purchasing
2647	1656	224

"J" AND "JW" ACCOUNTS

Number of ** Conoco Jobbers	Number Approved by Goodrich ***	Number Purchasing
429	235	133

"CR" AND "CRW" ACCOUNTS*

Number of Conoco ** Commission Agents	Number Approved by Goodrich ***	Number Purchasing
593	211	170

* Based upon the records of the following Marketing Divisions: Albuquerque Division, Butte Division (including area which was Spokane Division in 1955), Houston Division (including area which was the Corpus Christi Division in 1955), New Orleans Division, Kansas City Division, Lincoln Division, Memphis Division, Oklahoma City Division and Salt Lake City Division. No records available for Chicago Division, Denver Division, Fort Worth Division, and Minneapolis Division.

** As of December 1.

*** As of December 31.

FEDERAL TRADE COMMISSION
DOCKET NO. 6455 COMMISSION EXHIBIT NO. 220C

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JAX 296

Commission's Exhibit 221

In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 3(a) OF SPECIFICATION 1 OF SUBPOENA

The dollar volume of purchases by Conoco outlets of Goodrich (1) tires and tubes, (2) batteries, (3) accessories are set out as follows:

Year	Tires & Tubes	Batteries	Accessories
1952	$ 2,391,290	$ 269,664	$ 258,561
1953	4,799,755	528,668	652,030
1954	5,215,275	661,946	868,745
1955	6,273,823	809,461	1,134,840
1956*	3,045,902	289,330	560,143

* First 6 months.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 221
IN THE MATTER OF B.F. Goodrich Co, Et al
DATE 4/17/57 WITNESS —
ACE REPORTING CO., Official Reporter
By [illegible]

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JAX 297

Commission's Exhibit 222

In the Matter of
The B. F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY

ITEM 3(b) OF SPECIFICATION 1 OF SUBPOENA

Reference is made to our response under item 2(b) of Specification 1 for a detailed explanation of the extent of our available records. Based upon the records of the same marketing divisions as detailed in item 2(b) of Specification 1, the dollar volume of purchases upon which commissions were paid by Goodrich of Goodrich (1) tires and tubes, (2) batteries, (3) accessories, by type of Conoco outlet, is hereinafter set out. By agreement of counsel, the figures are for the years 1954 and 1955 only.

1954

Type of Outlet	Tires and Tubes	Batteries	Accessories
"L" Accounts	$ 768,640	$116,176	$159,796
"D" Accounts	476,180	36,829	40,624
"J" and "JW" Accounts	564,751	59,660	133,001
"CR" and "CRW" Accounts	811,364	100,896	114,090

1955

Type of Outlet	Tires and Tubes	Batteries	Accessories
"L" Accounts	$1,133,586	$192,166	$269,974
"D" Accounts	570,544	47,746	53,832
"J" and "JW" Accounts	935,408	92,977	224,627
"CR" and "CRW" Accounts	1,500,792	172,816	214,227

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 222
IN THE MATTER OF B. F. Goodrich Co. et al
DATE 11/2/57 WITNESS —
ACME REPORTING CO., Official Reporters
By [illegible]

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JAX 298

Commission's Exhibit 223

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In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 3(c) OF SPECIFICATION 1 OF SUBPOENA

The total dollar volume of commissions received by Continental Oil Company from B. F. Goodrich on the purchases of Goodrich TBA by Conoco outlets is set out as follows:

Year	Total T.B.A.
1952	$ 247,728
1953	502,155
1954	561,625
1955	673,094
1956*	318,877

* First 6 months.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 223
B.F. Goodrich Co. et al
DATE 11/3/57
Official Reporter
By Gan

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JAX 299

Commission's Exhibit 226

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In the Matter of
The B. F. Goodrich
Company, et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 5(d) OF SPECIFICATION 1 OF SUBPOENA

The number of Conoco outlets in Lincoln, Nebraska, by classification set forth in Item 1 of Specification 1 are set out as follows:

Year	"L" Accounts	"D" Accounts	"J" & "JW" Accounts	"CR" & "CRW" Accounts
1952*	12	6	2	None
1953*	13	6	2	None
1954*	15	7	2	None
1955*	16	7	2	None
1956**	18	6	2	None

* As of December 31.

** As of June 30.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 226
IN THE MATTER OF B.F. Goodrich Co. et al
DATE 1/11/57 WITNESS
ACE REPORTING CO., Official Reporter
By

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JAX 300

Commission's Exhibit 230A

In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 1(a) OF SPECIFICATION II OF SUBPOENA

Two forms are used by Continental in leasing service stations which it owns or holds under lease. One, a long form, is annexed hereto as EXHIBIT A; and the other, a short form, is annexed as EXHIBIT A-1.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 230A
IN THE MATTER OF B.F. Goodrich Co., et al
DATE 11/7/51 WITNESS
ACE REPORTING CO., Official Reporter
By

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Commission's Exhibit 230B

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In the Matter of
The B. F. Goodrich
Company Et Al
FTC Docket #6485

ADDENDUM TO RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 1(a) OF SPECIFICATION II OF SUBPOENA

(a) Exhibit A is always used by Continental in leasing service station properties which it owns or holds under firm long-term lease and which bears a company designated number. Exhibit A-1 is normally used in leasing service stations which Continental holds under a short-term lease. In many instances the owner of the service station property is the lessee under Exhibit A-1.

(b) The majority of leases on Exhibit A are for one year, although a number of such leases are for periods up to three years. The average term of the leases on Exhibit A-1 are from two to five years, and in many instances the term coincides with the term of the lease under which Continental holds the property.

(c) It is impossible to make a categorical statement as to the rental basis under Exhibits A and A-1, since the rental under such leases is a matter of negotiation between the appropriate Continental field office and the respective lessee. The rental payable under Exhibit A-1 is sometimes a flat cash rental and sometimes a gallonage rental. Although the rental clause of Exhibit A is worded so as to permit a flat cash rental together with a gallonage rental, many of our leases on Exhibit A are on gallonage rental only.

(d) Generally, in the lease of a service station property, certain equipment is included and listed, such as underground tanks, pumps and oil dispensing equipment and many times other equipment such as hoists and air compressors are included, together with other miscellaneous dispensing equipment used in connection with the operation of a service station.

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Commission's Exhibit 230C-1

EXHIBIT A

SERVICE STATION LEASE

THIS LEASE, Made this ______ day of ______, 19 ___, between CONTINENTAL OIL COMPANY, a Delaware Corporation, hereinafter called Conoco, and ______

______

(If firm or corporation, so state, giving names of partners [illegible])

of ______, State of ______, hereinafter called Lessee (whether one or more);

(Street number or other definite address)

WITNESSETH: Conoco, in consideration of the covenants and agreements of Lessee herein, hereby leases to Lessee the following real and personal property (hereinafter called the "premises"), to be used only for the purpose herein stated, situated at ______, in the County of ______, State of ______, to-wit:

That part of the following described ground occupied by the service station building or buildings hereinafter described, and driveways (so far as the use of such driveways is necessary for the operation of [illegible]) and that part of said ground necessary for the proper operation of a service station, [illegible] buildings and premises, and including any other equipment hereinafter described [illegible] located on said ground, to-wit:

FEDERAL TRADE COMMISSION
DOCKET NO. 8??? [illegible] EXHIBIT NO. 23c

230(c)

from twelve o'clock noon of the ______ day of ______, 19___, to twelve o'clock noon of the ______ day of ______, 19___, subject to the conditions hereinafter contained at a rental for each calendar month of the term as follows:

For January	$______	For April	$______	For July	$______	For October	$______
For February	$______	For May	$______	For August	$______	For November	$______
For March	$______	For June	$______	For September	$______	For December	$______

In case the term of lease includes only part of any month or months, rent shall be proportioned accordingly. If only part of the months are included in the lease term, then the rental specified for any month [illegible] the lease shall be extended [illegible] All rentals [illegible] each calendar month, payment for the first month or portion of same covered by lease to be made upon delivery hereof.

In addition Lessee shall pay ______ cents (______¢) a gallon on all gasoline, diesel fuel and/or other motor fuel delivered into the storage tanks located on the premises described herein, provided that said gallonage rental shall in no event be less than $______ for any calendar month.

Any gallonage rental referred to herein unpaid at the end of any calendar month is due the first day of the month following.

Said rentals shall be paid at ______, State of ______, unless otherwise notified in writing by Conoco.

IN CONSIDERATION WHEREOF Lessee Agrees:

1. To use said premises and the equipment hereby leased for no purpose other than service station purposes.

2. To sublet no part of said premises, and that no assignment of or encumbrance upon this lease shall be made or suffered to be placed upon Lessee's interest hereunder, voluntarily or by operation of law, without Conoco's written consent. If any party hereto named as a lessee should die during the period specified above, the term hereof shall run only to the time of said death. No consent to any assignment or sublease shall be construed as a consent to any further assignment or sublease, or to permit any [illegible] to make any assignment or sublease, and no waiver, express or implied, to any breach of any one or more of the covenants or agreements hereof shall be a waiver of any succeeding or other breach.

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Commission's Exhibit 230C-2

3. Not to commit or suffer waste to be committed upon the said premises and to make no alterations in or additions to the premises without the written consent of Conoco first had and obtained, except that Lessee may and agrees to make such alterations in or on the leased equipment as may from time to time be necessary to identify the products being dispensed from such equipment.

4. Lessee shall in case of fire or other damage to premises give immediate notice thereof to Conoco. If the premises shall be partially damaged by fire or other cause without negligence chargeable to Lessee some shall be repaired at Conoco's option and expense as speedily as practicable. During the period needed for such repairs the rent hereunder shall not cease if station can be operated. If certain improvements and/or equipment are totally destroyed by fire, act of God, or other cause, or so damaged thereby that Conoco deems it necessary to rebuild the same, Conoco may terminate this lease by written notice or at its option may rebuild or replace said improvements and/or equipment and the rent in such case shall cease only during the period required for such rebuilding or replacements. If such destruction or damage has occurred in whole or in part by the negligence or improper conduct of Lessee, or any agent or servant of Lessee, it shall be optional with Conoco whether the last preceding sentence shall apply or Lessee shall be liable to Conoco for the full amount of rent herein reserved, and, in either case, Lessee shall be liable for all loss to Conoco.

5. Conoco, its agents and employees, shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including the Lessee) on or off the premises, arising out of or resulting from the Lessee's use, possession, or operation thereof, or from the installation, existence, use, maintenance, condition, repair, alteration, or removal of any equipment thereon, whether due in whole or in part to negligent acts or omissions of Conoco, its agents or employees; and the Lessee, for himself, his heirs, executors, administrators, successors, and assigns, hereby agrees to indemnify and hold Conoco, its agents and employees harmless from and against all claims for such loss, damage, injury, or other casualty.

6. To comply at Lessee's expense with all federal, state, municipal and other governmental and local laws, rules, regulations, and ordinances relating to said premises and/or relating to or arising out of the operation of said service station thereon, and not to use said premises in any way in violation of the laws of the United States, or state laws, or local ordinances or regulations, or any insurance policies thereon. Lessee shall comply with the following provisions, which it is agreed are necessary or safety measures in connection with the operation of said premises:

(a) Not to smoke on said premises or permit smoking on said premises.

(b) Not to permit any intoxicated person to remain on said premises. No intoxicants shall be used thereon by Lessee or kept or allowed to remain or be used thereon, and no intoxicated person shall operate or take part in the operation of said station.

(c) Not to permit the accumulation of oil, grease, or gasoline on the floor of any building covered hereby, or the accumulation of oil, grease, gasoline, ice or snow on any driveway covered hereby.

(d) Not to store, keep, or sell gasoline on said premises in or through any other containers other than a pump, or store, keep, or sell gasoline on said premises in any container not properly labeled.

(e) Not to use gasoline for cleaning purposes on said premises.

(f) To provide covered metal containers for disposal of waste, empty one- and five-quart oil and grease cans, and for oily rags, and to use said containers to help keep down fire hazard.

(g) If any tool or equipment covered by this lease shall become defective, Lessee shall not use or permit the use thereof.

7. To keep said premises and that portion of the streets, alleys, sidewalks and driveways immediately adjacent thereto neat and clean, and said premises in an orderly and attractive condition. Conoco may inspect premises at any reasonable time.

8. Lessee has received said premises in good order and condition and will keep the same in good order and condition and at the expiration or other termination of this lease will yield up the same to Conoco in as good order and condition as when same were received upon by said Lessee, fire by fire, act of God, or ordinary wear excepted, and will promptly make all necessary minor repairs and replacements such as replacement of gasoline, air, and water hose, window lights, electric light globes, and items of similar nature. If Lessee fails to comply with any agreement of Lessee as to keeping the premises in good condition, Conoco may put the same in the condition as provided for and Lessee shall reimburse Conoco for the expense incurred by it in doing so.

9. If said premises or any part thereof shall be condemned or taken for any public purpose, Conoco may forthwith terminate this lease by written notice to Lessee.

10. If Conoco shall make any payment by reason of the failure of Lessee to keep any agreement herein, all amounts so paid, together with all interest, costs or damages, shall at Conoco's option become a part of the rent becoming due on the rent payment day next succeeding such payments respectively.

11. Conoco and Lessee recognize the deterioration in value of premises permitted to remain idle and agree if the premises hereby leased shall not be used for any period of thirty consecutive days for the purposes for which the same are leased, this lease shall terminate at the expiration of such thirty-day period.

12. The agreements of Lessee herein shall be deemed conditions and if default shall be made in any of them, or if the premises shall become vacant, Conoco at its election may declare this lease ended and re-enter the premises, or any part thereof, with or without process of law and expel, remove and put out Lessee, or any other person or persons occupying, in or upon the same, using such force as necessary, and Lessee agrees to surrender said premises peaceably to Conoco immediately upon the expiration or termination of this lease, however terminated, and that upon the non-payment of the whole or any portion of said rent at the time the same is promised to be paid, or upon the violation or non-fulfillment of any of the covenants of this lease, Conoco may at its option either distrain for said rent due and damages sustained or declare this lease at an end and forever prevention as if said premises were held by forcible detainer, said Lessee hereby waiving any notice of such election and any demand for the prosecution of said premises and any legal rights Lessee may have under the exemption laws of the state in which said premises are located, or in such case Conoco at its option may, without terminating this lease, rent said premises for such rent and upon such conditions as it may think best, making such changes and repairs as may be required, giving credit for the rent so received during such term, less all expense of such changes and repairs and the expense of any proceedings which may have been necessary in order to regain possession of said premises, and the cost of re-letting the same and Lessee shall be liable for the balance of the rent herein reserved and upon the other obligations assumed herein until the expiration of the term hereof; provided Conoco at its option, after re-letting said premises under this paragraph, may, nevertheless, terminate this lease at the end of any such period of re-letting, and if Conoco shall take possession under this paragraph, Lessee may not re-enter without Conoco's consent. Any remedy to Conoco specified herein shall be in addition to any remedy which it would otherwise have.

13. If Lessee, after the expiration or termination hereof, shall remain in possession of said premises with Conoco's consent, and continue to pay rent, without written agreement as to such possession, then Lessee shall be regarded as a tenant from month to month at a monthly rental, the amount of which for each month, shall be the rental above specified for that respective month, and which shall be payable monthly in advance as hereinabove provided subject to the covenants and conditions herein.

14. Conoco shall furnish so far as the same shall be reasonably available, free of cost to Lessee, red room supplies for use at said station, of such kinds as Conoco shall select; but if Lessee fails to keep a proper amount of said supplies in red room or rooms, Conoco shall no longer be obliged to furnish the same. Lessee shall pay all licenses, occupation, excise and other fees, taxes and assessments on the business conducted on said premises or sales made therefrom.

15. In case said real estate or any of the other property leased hereby is held by Conoco under a lease under which lessor in said lease retains the right to cancel and terminate said lease upon giving certain notice to Conoco, or in case of certain contingency, said said lease so held by Conoco is so cancelled or terminated by such lessor without default by Conoco, this lease shall also thereupon terminate, and Lessee agrees to comply with the terms and conditions of any such lease so held by Conoco except the payment of rentals thereunder.

16. If Lessee during the existence of this lease shall purchase automotive lubricating oils and/or greases from Conoco at the same prices extended by Conoco to retail dealers generally at the place where said premises are located at the respective times of purchase by Lessee, in any quantity upon which quantity discount would be allowed by Conoco if purchased by any such retail dealer at the place where said premises are located, under written contract made at the date hereof, Conoco shall allow the same quantity discount to Lessee.

17. It is mutually agreed that none of the provisions of this lease shall be construed as reserving to Conoco any right to exercise any control over the business or operations of Lessee conducted upon the leased premises or be deemed in any respect the master or lessor under such business and operations shall be considered to be carried on or conducted by Lessee alone, in and except by employees employed by Conoco. Any such party or parties shall be hired by Lessee at Lessee's expense, and shall be paid and discharged by Lessee.

18. This lease constitutes the entire agreement as to the subjects covered herein. No verbal agreement exists concerning the same, nor any such agreement or understanding shall be binding unless made by Conoco in writing covering said premises or any portion thereof. Any notice by Conoco to Lessee hereunder may be given by mailing the same by registered mail addressed to Lessee at Lessee's address given above.

19. This lease shall inure to the benefit of and be binding upon the heirs, successors, administrators, successors and assigns of the parties hereto, subject to the provisions herein relating to assignment.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

WITNESS CONTINENTAL OIL COMPANY
(Conoco)

_____ By _____

WITNESSES:

_____ By _____

_____ _____ Lessee

_____ _____ Lessee

_____ By _____

JAX 304

Commission's Exhibit 230D-1

EXHIBIT A-1

SERVICE STATION LEASE

THIS LEASE, Made this _____ day of _____, 19____, between CONTINENTAL OIL COMPANY, a Delaware Corporation, hereinafter called Conoco, and _____

(If firm or corporation, so state, giving name of partners, where such name, and type of proprietor, Lessee.)

of _____, State of _____, hereinafter called Lessee (whether one or more):

(Street address or other definite address)

WITNESSETH: Conoco, in consideration of the covenants and agreements of Lessee herein, hereby leases to Lessee the following real and personal property (hereinafter called the "premises"), to be used only for the purpose herein stated, situated at _____, in the County of _____, State of _____, to-wit:

That part of the following described grounds and occupied by the service station building or buildings hereinafter described, and driveways (so far as the use of such driveways is necessary for the operation of service station) and that part of the said ground necessary for the proper operation of a service station, including equipment for dispensing petroleum products situated in buildings or buildings and premises, and including any other equipment hereinafter described and located on said ground, to-wit:

FEDERAL TRADE COMMISSION
DOCKET NO. 6907 EXHIBIT NO. 230D

230 (1)

from twelve o'clock noon of the _____ day of _____, 19____, to twelve o'clock noon of the _____ day of _____, 19____. If this lease is for more than one year it shall be subject to termination by Conoco at the end of the first year or any subsequent year prior to end of term upon thirty (30) days' written notice from Conoco to Lessee. This lease is made subject to the conditions hereinafter contained and at a rental as follows:

IN CONSIDERATION WHEREOF Lessee Agrees:

1. To use said premises and the equipment hereby leased for service station purposes.

2. To subject no part of said premises, and that no assignment of or encumbrance upon this lease shall be made or suffered to be placed upon Lessee's interest hereunder, voluntarily or by operation of law, without Conoco's written consent. No consent to one assignment or sublease shall be construed as a consent to any further assignment or sublease, or to permit any assignee or lessee to make any assignment or sublease, and no express or implied, by any breach of any one or more of the covenants or agreements herein shall be a waiver of any succeeding or other breach.

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Commission's Exhibit 230D-2

3. Conoco, its agents and employees, shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including the Lessee) on or off the premises, arising out of or resulting from the Lessee's use, possession, or operation thereof, or from the installation, existence, use, maintenance, condition, repair, alteration, or removal of any equipment thereon, whether due in whole or in part to negligent acts or omissions of Conoco, its agents or employees; and the Lessee, for himself, his heirs, executors, administrators, successors, and assigns, hereby agrees to indemnify and hold Conoco, its agents and employees, harmless from and against all claims for such loss, damage, injury, or other casualty.

4. To comply at Lessee's expense with all federal, state, municipal and other governmental and local laws, rules, regulations, and ordinances relating to said premises and/or relating to or arising out of the operation of said service station thereon, and not to use said premises in any way in violation of the laws of the United States, or state laws, or local ordinances or regulations, or any insurance policies thereon. Lessee shall pay all license, occupation, excise and other fees, taxes and assessments on the business conducted on said premises or sales made therefrom.

5. To keep said premises and that portion of the streets, alleys, sidewalks and driveways immediately adjacent thereto neat and clean, and said premises in an orderly and attractive condition. Conoco may inspect premises at any reasonable time.

6. Lessee has received said premises in good order and condition and will keep same in good order and condition and at the expiration or other termination of this lease will yield up the same to Conoco in as good order and condition as when same were entered upon by said Lessee, loss by fire, act of God, or ordinary wear excepted, and will promptly make all necessary minor repairs and replacements such as replacement of gasoline, air, and water hose, window lights, electric light globes, and items of similar nature. If Lessee fails to comply with any agreement of Lessee as to keeping the premises in good condition, Conoco may put the same in the condition so provided for and Lessee shall reimburse Conoco for the expense incurred by it in doing so.

7. The agreements of Lessee herein shall be deemed conditions and if default shall be made in any of them, or if the premises shall become vacant, Conoco at its election may declare this lease ended and re-enter the premises, or any part thereof, with or without process of law, and Lessee agrees to surrender said premises peaceably to Conoco immediately upon the expiration or termination of this lease, however terminated, and that upon the non-payment of the whole or any portion of said rent at the time the same is promised to be paid, or upon the violation or non-fulfillment of any of the covenants of this lease, Conoco may at its election either distrain for said rent due and damages sustained or declare this lease at an end and recover possession as if said premises were held by forcible detainer, said Lessee hereby waiving any notice of such election and any demand for the possession of said premises and any legal rights Lessee may have under the exemption laws of the state in which said premises are located; and if Conoco shall take possession under this paragraph, Lessee may not re-enter without Conoco's consent. Any remedy to Conoco specified herein shall be in addition to any remedy which it would otherwise have.

8. If Lessee, after the expiration or termination hereof, shall remain in possession of said premises with Conoco's consent, without written agreement as to such possession, then Lessee shall be regarded as a tenant from month to month at the rental hereinabove provided subject to the covenants and conditions herein.

9. In case said real estate or any of the other property leased hereby is held by Conoco under a lease under which lessor in said lease retains the right to cancel and terminate said lease upon giving certain notice to Conoco, or in case of certain contingency, and said lease so held by Conoco is so cancelled or terminated by such lessor without default by Conoco, this lease shall also thereupon terminate, and Lessee agrees to comply with the terms and conditions of any such lease so held by Conoco except the payment of rentals thereunder.

10. It is mutually agreed that none of the provisions of this lease shall be construed as reserving to Conoco any right to exercise any control over the business or operations of Lessee conducted upon the leased premises or to direct in any respect the manner in which any such business and operations shall be conducted. No party or parties employed by Lessee shall in any event be considered as employed by Conoco. Any such party or parties shall be hired by Lessee at Lessee's expense, and shall be paid and discharged by Lessee.

11. Any notice by Conoco to Lessee hereunder may be given by mailing the same by registered mail addressed to Lessee at Lessee's address given above.

12. This lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, subject to the provision hereof relating to assignment.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

WITNESS: _____

CONTINENTAL OIL COMPANY
(Conoco)

By _____

WITNESSES: _____

Its _____

_____ _____
Lessee

_____ _____
Lessee

By _____

JAX 306

Commission's Exhibit 231A

In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 1(b) OF SPECIFICATION II OF SUBPOENA

(1) Lessee Operators

Where the long form (Exhibit A) is used, and the lessee wishes to handle Conoco petroleum products, no sales contract is entered into; the lessee operator simply buys his Conoco gasoline at the established tank wagon price, and any purchases he may make of Conoco lubricating oils or greases are covered by Paragraph 16 of his lease.

Similarly, where the short form of lease (Exhibit A-1) is used, the lessee may buy Conoco gasoline at the posted tank wagon price; however, if such a lessee wishes to handle Conoco lubricating oils or greases, he enters into a separate contract covering these products in the form annexed hereto as EXHIBIT B.

(2) Sales Contract Dealers

Other independent retail dealers (except those supplied by jobbers) wishing to handle Conoco gasoline sign contracts in the form annexed hereto as EXHIBIT C. If they wish to carry Conoco lubricating oils or greases, they sign the aforementioned contract form EXHIBIT B.

(3) Jobbers

Our trademark gasoline jobber signs a gasoline and kerosene contract in the form annexed hereto as EXHIBIT D. If he wishes to handle Conoco oils or greases, he signs a separate contract covering these products in the form annexed hereto as EXHIBIT E. If he wishes to also handle Conoco heating and burning oils, he signs another separate contract covering these products in the form annexed hereto as EXHIBIT F.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 231A
IN THE MATTER OF B.F. Goodrich Co., et al
DATE 11/17/57 PLACE
ACE REPORTING CO., Official Reporter
By Gem

231(A)
8310

JAX 307

Commission's Exhibit 231B-1

EXHIBIT B

12-01-01
REV. 6-1-57

CONTINENTAL OIL COMPANY

DEALER SALES AGREEMENT

AGREEMENT, Made by and between CONTINENTAL OIL COMPANY, a corporation (hereinafter called Conoco), and

_____
Name

_____ (hereinafter called Buyer):
Post Office Address

PRODUCTS AND TERM OF AGREEMENT:

Conoco agrees to sell and deliver to Buyer and Buyer agrees to buy from Conoco, subject to the conditions hereinafter stated, Buyer's requirements of Conoco Automotive Oils, Greases, and Anti-freezes for a period of one (1) year commencing on _____, 19____. This agreement shall be automatically renewed from year to year upon the same terms and conditions, unless either party hereto shall give to the other written notice of cancellation at least thirty (30) days prior to the expiration date of the initial term or any subsequent renewal period, as the case may be.

PRICE:

Buyer shall pay Conoco for any products purchased hereunder Conoco's WHOLESALE PRICE in effect on date of delivery from Conoco's bulk station at _____, provided, however, that as to any increase by Conoco in its WHOLESALE PRICES for Automotive Oils or Greases, said price increase to Buyer shall not become effective until thirty (30) days after the date of such increase in Conoco's WHOLESALE PRICES.

In the event Conoco reduces its WHOLESALE PRICE, Buyer shall be entitled to such lower prices on goods delivered under this contract during time such reductions are in effect.

TERMS OF PAYMENT: Cash (unless in this paragraph otherwise provided) _____

In the event payment for goods is not made promptly as stipulated, this agreement may be canceled at any time upon notice from Conoco, and no liability shall exist for any undelivered commodities hereunder. If, in the opinion of Conoco during the life of this agreement the financial responsibility of Buyer becomes impaired or unsatisfactory, cash payment or satisfactory security may be required by Conoco before any further deliveries are made hereunder.

CONTRACT DISCOUNTS:

In consideration of the execution of this agreement, and if Buyer shall purchase and accept delivery of Conoco automotive oils, greases and anti-freeze, a contract discount will be allowed off Conoco's wholesale price of two (2) cents per gallon on automotive oils and anti-freeze and one-fourth (¼) cent per pound on automotive grease and lubricants. These deductions will be made on the invoice at time of delivery.

QUANTITY DELIVERY DISCOUNTS:

For single delivery of one or more Conoco automotive oils and/or anti-freeze delivered at one time and billed on one invoice, or for single delivery of one or more Conoco automotive greases delivered at one time and billed on one invoice, the following quantity delivery discounts will be allowed:

Conoco Automotive Oils and/or Anti-freezes

Quantity	Discount Per Gal.
5 to 49 gallons	none
50 to 99 gallons	1¢
100 to 149 gallons	2¢
150 to 249 gallons	4¢
250 to 449 gallons	5¢
450 gallons and over	6¢

Conoco Automotive Greases

Quantity	Discount Per Pound
Less than 120 lbs.	none
120 to 360 Pounds	¼¢
361 pounds and over	½¢

FEDERAL T[illegible]
[illegible] JAX [illegible] 231B

2 3/1/61

Commission's Exhibit 231B-2

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OTHER CONDITIONS:

Neither Conoco nor Buyer shall be liable for any losses resulting if performance of any provision hereof is delayed or prevented by war or national emergency, now or hereafter existing, or by reason of compliance with any order of, contract with, or request of the United States or any agency thereof, or of any state or political subdivision thereof, or inability with reasonable diligence to obtain in the area in which deliveries are to be made hereunder, equipment, material or supplies, or action of an enemy, revolution or other disorder, embargo, import or export restriction, strike, lockout, fire, flood, windstorm, accident or act of God, disruption or breakdown of transportation, failure of or interference with supply from Conoco's present source or sources, perils of the sea, accidents of navigation, breakdown of or injury to any ship, loss of tanker bunkers or reduction thereof by reason of compliance with any order or request of any governmental authority, or if performance is delayed or prevented by any cause not within the control of the party in default, or which with reasonable diligence such party is unable to prevent, whether of any class of causes hereinabove enumerated or not.

In any such case the operation of this agreement so far as necessary shall be suspended. The cause of interruption shall be remedied, if reasonably possible, with all dispatch, and performance resumed at the earliest practicable time after cessation of such interruption.

If by reason of any of said causes Conoco shall be unable to supply the requirements of all of its customers of any product covered hereby in the area in which deliveries are to be made hereunder, Conoco's obligation while such inability exists shall at its option be reduced to the extent necessary in its judgment to apportion fairly among its customers the amount which it is able to supply.

Conoco shall have the right at any time during the life of this agreement to change, alter or amend any of the trade names or brands under which products covered by this agreement are now or may hereafter be sold. If Conoco shall at any time during the term of this agreement discontinue the marketing of any or all of the brands of products covered by the agreement, Conoco shall be relieved of all obligation to sell or deliver such discontinued brands to Buyer, and if Conoco shall market any other brand or brands of products in lieu of the discontinued brand or brands, this agreement shall embrace such new brand or brands of products.

If any tax or other charge collectible from Conoco is now or hereafter imposed by any federal government authority, state or municipal authority upon any of the goods herein described, or the production, manufacture, storage, or withdrawal from storage, sale, transportation, delivery, or use thereof, the price to be paid by Buyer may, unless such tax or charge is included in the price payable by Buyer, as herein elsewhere provided, be increased to the extent of such tax or charge, unless such tax or charge is collectible by Conoco from Buyer as a tax, in which case Buyer shall reimburse Conoco for same as a tax.

This agreement is not transferable without Conoco's written consent and upon its execution cancels and is in lieu of any and all existing contracts or agreements between the parties hereto relating to the sale and purchase of AUTOMOTIVE OILS, GREASES, and ANTI-FREEZES, and is the entire agreement between the parties, on that subject.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, this_____day of _____, 19____.

_____
(Buyer)

By _____

CONTINENTAL OIL COMPANY (Conoco)

Negotiated by _____

By _____

8312

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JAX 309

Commission's Exhibit 231C

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EXHIBIT C

F 19-018-PA
REV. 11-12-53

DEALER GASOLINE CONTRACT

CONTRACT, made this day of , 19

by and between CONTINENTAL OIL COMPANY, a Delaware corporation, hereinafter called "Conoco,"

and , of

State of , hereinafter called "Buyer" (whether one or more),

WITNESSETH:

The parties hereto, each in consideration of the agreements herein on the part of the other, agree as follows:

(1) Conoco agrees to sell and deliver by tank wagon and Buyer agrees to purchase and receive from Conoco, Buyer's requirements of Conoco Super Gasoline, Conoco Regular Gasoline, and Demand Gasoline,

for use and sale at

from , 19 to , 19 , inclusive, and thereafter from year to year, provided that Buyer may cancel this contract on last-mentioned date, or at the end of any such yearly period, by giving Conoco at least thirty (30) days' prior written notice of Buyer's intention to cancel same; provided Conoco may cancel this contract at any time by giving Buyer ten (10) days' written notice which may be given by mailing same by registered mail to Buyer at Buyer's address above given.

Conoco shall have the right at any time during the life of this contract to change, alter or amend any of the trade names or brands under which products covered by this contract are now or may hereafter be sold. If Conoco shall at any time during the term of this contract discontinue the marketing of any or all of the brands of products covered by the contract, Conoco shall be relieved of all obligation to sell or deliver such discontinued brands to Buyer; and if Conoco shall market any other brand or brands of products in lieu of the discontinued brand or brands, this contract shall embrace such new brand or brands of products.

(2) For gasoline delivered hereunder Buyer shall pay to Conoco Conoco's price to dealers of Buyer's class for the grade delivered in effect at time and for said place of delivery as posted at Conoco's bulk plant from which deliveries are made, less any discount to dealers of Buyer's class so posted.

If any tax or other charge is now or hereafter imposed by any Federal government authority, state or municipal authority, or other governmental subdivision, upon or in connection with any of the goods herein described, or the production, manufacture, storage or withdrawal from storage, sale, transportation or delivery thereof, and if Conoco is required to pay or collect same, the price to be paid by Buyer may, at Conoco's option, unless such tax or charge is included in the price payable by Buyer, as herein elsewhere provided, be increased to the extent of such tax or charge.

(3) Conoco shall deliver said gasoline during business hours to said place of business in approximately equal monthly quantities, and in minimum amounts of fifty (50) gallons at any one time.

This contract shall apply only to such of the above-mentioned brands of gasoline which Conoco at any time during the term hereof shall be regularly marketing in the territory in which said place of business is located.

Buyer agrees to use, handle, and sell Conoco's gasoline at said place of business during the term of this contract.

If Buyer shall fail for any continuous 90-day period to purchase gasoline hereunder, this contract at Conoco's option shall terminate without notice.

(4) Terms: net cash.

(5) All orders will be filled with reasonable promptness, but Conoco shall not be held responsible when deliveries are delayed or prevented by fire, storm, flood, strike, differences with or refusal of any employees of Conoco or of its agent or distributor to deliver, disruption or breakdown of transportation, or any cause beyond Conoco's control, whether of any class of causes referred to or not.

(6) This agreement shall not be assigned or transferred by Buyer directly or indirectly without the written consent of Conoco.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

CONTINENTAL OIL COMPANY
(Conoco)

By 231(C)

(Buyer)

By 231-1

NEGOTIATED BY:

CONTINENTAL OIL COMPANY

ISSUED BY 1445 231-C

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JAX 310

Commission's Exhibit 231D

JOBBER SALES AGREEMENT

between

...and...Continental Oil Company

CONOCO

for

MUTUAL PROFIT

FEDERAL TRADE COMMISSION

DOCKET NO. 6785 ITEM NO. 231D

231(a)

8316

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P 10-473-B
REV. 9-11-59

Commission's Exhibit 231D

CONTINUED PAGE 2

_____ to

_____

at _____ (Street) _____ (City) _____ (State), hereinafter called "Buyer," agrees to buy from Continental Oil Company, a corporation, hereinafter called "Conoco," and Conoco agrees to sell to Buyer, the following goods and petroleum products, subject to the terms and conditions herein stated.

1. **PRODUCTS:** Conoco N-tane Gasoline, Conoco Iney Gasoline, Demand Gasoline, Conoco Kerosene of the same quality as marketed by Conoco through its own stations.

2. **QUANTITY** (gallons): _____ Conoco N-tane Gasoline, _____ Conoco Iney Gasoline, _____ Demand Gasoline, _____ Conoco Kerosene, shipment in tank cars or transport trucks (at Conoco's option) to be furnished by Conoco, in the following quantities for each month, to-wit: (thousands of gallons)

PRODUCT	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CONOCO N-TANE GASOLINE												
CONOCO IONY GASOLINE												
DEMAND GASOLINE												
CONOCO KEROSENE												

Buyer shall furnish Conoco shipping instructions not less than five days prior to date of shipment, all shipments to be invoiced as of date shown on Bill of Lading. Invoices to be rendered on basis of normal temperature 60° Fahrenheit with gallonage adjustment as provided for in the abridged Volume Correction Table for Petroleum Oils.

3. **PRICE:** The price per gallon Buyer shall pay Conoco, subject to the conditions hereinafter stated for each shipment of Conoco N-tane Gasoline, Conoco Iney Gasoline, Demand Gasoline, and Conoco Kerosene f.o.b. Buyer's destination(s) shown herein shall be Conoco's established contract jobber tank car/truck transport price in effect on date of shipment for said products at such destination (s).

Conoco may deliver products in either transport trucks or tank cars from such shipping points as it may elect. Provided that if shipment is made freight collect and payable by Buyer, Conoco shall credit Buyer with amount of freight so paid by Buyer. Provided further that Conoco may at its option agree to deliver to Buyer such products, as Conoco may elect, into Buyer's truck transports at shipping points designated by Conoco, in which case Conoco shall credit Buyer with an amount mutually agreed upon in advance in writing. Delivery into Buyer's motor transport equipment shall constitute delivery to Buyer and Buyer shall assume ownership and full responsibility for such products at time of delivery.

Conoco's established contract jobber tank car/truck transport prices for the products covered by this contract on _____, 19____, are as follows:

Destination(s)	Conoco N-tane Gasoline	Conoco Iney Gasoline	Demand Gasoline	Conoco Kerosene

4. **TERMS OF PAYMENT:** Cash (unless in this paragraph otherwise provided) _____ (discount, when applicable will be allowed on amount of invoice less all taxes and less freight paid or allowed from shipping point to destination) in lawful money of the United States, or its equivalent; provided Conoco shall have the right at any time to alter or suspend credit whenever in its opinion warranted by the financial condition of Buyer.

5. **TERM OF CONTRACT:** This contract shall be in force for a period of one year, commencing on the _____ day of _____, 19____, and thereafter from year to year for successive yearly periods, for the same quantities and on the same terms and conditions, unless and until terminated as herein provided. This contract may be terminated at the end of any such yearly period by either party hereto giving to the other written notice of desire to terminate at least thirty (30) days prior to the date upon which such termination is to take effect.

BINDING MARGIN

8317

Commission's Exhibit 231D

CONTINUED PAGE 3

BINDING MARGIN

6. **TETRAETHYL LEAD TREATED GASOLINE:** Some or all of the brands of gasoline covered hereby have contained and are expected to contain an anti-knock compound, of which tetraethyl lead is an ingredient. Buyer agrees to comply with the health rules and regulations now in existence and which may be hereafter issued from time to time by the office of the Surgeon General of the United States Public Health Service and any governmental agency having jurisdiction in the premises with respect to the handling, distribution, and sale of gasoline containing tetraethyl lead and to require such subsequent purchaser for resale from Buyer to assume a similar obligation.

7. **THE CONOCO TRADE-MARK:** Subject to other provisions hereof and unless Conoco consents otherwise in writing, the products purchased hereunder will be sold to the public under the respective applicable brand names of Conoco; and Buyer shall display the same on all containers in which such products are handled and in all advertisements thereof and at all stations and other places of distribution from which sales or deliveries may be made by Buyer. Buyer will properly display and make proper use of all advertising matter furnished by Conoco to help stimulate Buyer's sales of products covered hereby.

Conoco shall have the right at any time during the life of this contract to change, alter or ground any of the trade names or brands under which products covered by this contract are now or may hereafter be sold. If Conoco shall at any time during the term of this contract discontinue the marketing of any or all of the brands of products covered by the contract, Conoco shall be relieved of all obligation to sell or deliver such discontinued brands to Buyer; and if Conoco shall market any other brand or brands of products in lieu of the discontinued brand or brands, this contract shall embrace such new brand or brands of products.

8. **RIGHT OF TERMINATION:** If Buyer at any time during the life of this contract shall sell gasoline or kerosene other than the gasoline or kerosene purchased hereunder, or shall violate any code of practice which may be authorized or proposed by any government agency relative to the marketing of petroleum products, or any amendment thereof, or shall violate any provisions hereof, Conoco shall have the option to withdraw any right of Buyer, and any purchaser for resale from Buyer, to sell any product covered hereby under Conoco's brand name, or display any Conoco trade-mark or other advertising matter furnished by Conoco; and in such case, and also in the expiration or other termination of this contract, all globes, trade-marks, and advertising matter furnished by Conoco to Buyer shall be returned to Conoco on request.

The products covered hereby are purchased by Buyer for distribution through Buyer's bulk stations or stations and filling stations supplied therefrom. If Buyer, at any time during the life of this contract, shall sell under Conoco's trade-mark or brand name any petroleum product purchased by Buyer from any party or parties other than Conoco, or shall resell any of the petroleum purchased hereunder in surplus or transport truck quantities, or if any car or transport truck obtained under this contract shall be diverted by Buyer from the destination as shown on the original bill of lading, without the consent of Conoco in writing first obtained, Conoco shall have the right and option to terminate this contract.

No waiver by Conoco of any right to terminate this contract or to exercise option herein given to revoke any right to sell any product under Conoco's brand name or display trade-mark or other advertising matter, shall prevent it from exercising such right or option in case of any subsequent occurrence which would have otherwise given it such right or option.

9. **CONTRACT DIVISIBILITY:** This is a divisible contract as to each monthly installment, shipments during each month to be equally apportioned thereto, and a failure to take out and accept the quantity of respective products called for in any such installment period, except as may be prevented by the various of capacity of available tank cars or transport trucks shall constitute a material breach of this contract and said contract may be cancelled at the option of Conoco by giving written notice to Buyer, or by refusal to accept further orders, without any obligation on Conoco to tender the balance of such installments not theretofore ordered. Acceptance by Conoco of any order for delivery in any subsequent month shall not prevent Conoco from cancelling this contract in the same manner for failure of Buyer to order, take out, and accept the quantity of products herein provided for in any last, operational reporting period or any subsequent monthly period. Failure of Buyer to order, take out, and accept in any monthly period the quantity of products to be delivered hereunder shall in no event entitle Buyer to order and take out in any subsequent monthly period the quantity Buyer shall have so previously failed to take out.

10. Any notice which may be given by Conoco to Buyer hereunder may be given by registered mail addressed to Buyer at Buyer's address above given.

Conoco shall not be liable for any shortage in loading, storage, or other loss due to defective equipment, unless before unloading Buyer shall notify Conoco by wire of any evidence thereof and no claims for any such loss shall be made by Buyer or considered by Conoco unless made within five (5) days following placement of car or transport truck for unloading, supported by freight bills properly endorsed by railroad agent or transport truck agent certifying condition of shipment, and sworn statement of party unloading shipment showing seal numbers, condition of seals, average temperature of contents, number of inches of outage and any evidence of leakage.

Buyer agrees to promptly unload, upon arrival at destination, all shipments made hereunder and to reimburse Conoco for any demurrage paid by Conoco resulting from Buyer's failure to do so.

Gasoline sales taxes and any sales, license and excise taxes payable under existing and any future laws and amendments on gasoline sold hereunder, shall be paid by Buyer, provided, however, that if any tax or other charge is now or hereafter imposed by any Federal, state, municipal, or other governmental authority or subdivision, upon or in connection with any of the goods herein described, or the production, manufacture, storage or withdrawal from storage, sale, transportation, delivery or use thereof, and if Conoco is required to pay or collect the same, the price to be paid by Buyer shall, unless such tax or charge is included in the price payable by Buyer, as herein elsewhere provided, be increased to the extent of such tax or charge.

Neither Conoco nor Buyer shall be liable for any losses resulting if performance of any provision hereof is delayed or prevented by war or national emergency, now or hereafter existing, or by reason of compliance with any order of, contract with, recommendation, or request of the United States or any agency thereof, or of any state or political subdivision thereof, or inability with reasonable diligence to obtain in the area in which deliveries are to be made hereunder, equipment, materials or supplies, or action of an enemy, revolution or other disorder, sabotage, import or export restriction, strike, lockout, fire, flood, windstorm, accident or act of God, disruption or breakdown of transportation, failure of or interference with supply from Conoco's sources, reserves or sources, perils of the sea, accidents of navigation, breakdown of or injury to any ship, loss of tanker tonnage or reduction thereof by reason of requirements with any order or contract any governmental authority, or if performance is delayed or prevented by any cause not within the control of the party in default, or which with reasonable diligence such party is unable to prevent, whether of any cause of cause hereinbefore enumerated or not.

In any such case the operation of this contract in far as necessary shall be suspended. The cause of interruption shall be remedied, if reasonably possible, with all dispatch, and performance resumed at the earliest practicable time after cessation of such interruption. Conoco shall not be required to make up deliveries omitted on account of any such cause or causes.

If by reason of any of said causes Conoco shall be unable to supply the requirements of all of its customers of any product covered hereby in the area in which deliveries are to be made hereunder, Conoco's obligation to its such liability under shall at its option be reduced to the extent necessary to its judgment to apportion fairly among its customers the amount which it is able to supply.

In equal section hereof, Buyer agrees that if at any time during the term of this contract Buyer shall desire to sell all or a major part of Buyer's business or all or a major part of the properties then used by Buyer in the distribution and sale of petroleum products or in any corporation or association having such interest, or if Buyer desires to lease all or any portion of such properties, Conoco shall have the continuing first option to purchase such interest of Buyer or lease such property or properties, as the case may be, at the same price and on the same terms offered in good faith to Buyer by any other responsible party or parties; provided Conoco shall, within sixty (30) days after written notice by Buyer to Conoco of any such offer, and the detailed terms thereof, have notified Buyer of Conoco's desire to exercise such option in writing. If Conoco shall so notify Buyer in the case of an exercise of option to purchase, then Buyer shall within ten (10) days after receipt of such notice furnish Conoco an abstract or abstracts and/or other good and sufficient evidence of the title of such interest of Buyer proposed to be sold, and Conoco shall thereupon have a reasonable time in which to examine the title and tender the purchase price therefor. In the event Conoco exercises option to lease, then Conoco shall submit with such notice a written lease providing such term, rent, and other covenants and conditions for the execution of the portion.

This contract constitutes the entire agreement between the parties as to the subjects covered herein and terminates any and all existing contracts between the parties involving sale in bulk car or transport truck quantities of products covered hereby and any other subject matter herein, and no agreement shall have authority to vary the terms hereof. No variation or amendment hereof shall be effective unless and until approved by an authorized representative of Conoco. This contract is expected to implement the consummated legal duty to be begun in to be considered the original and shall be the binding agreement in the event of any variation between such abstracted and the one held by Buyer.

This contract shall inure to the benefit of and be binding upon the heirs, successors, administrators, successors and assigns of the respective parties hereto, but no assignment thereof by Buyer shall be valid without the written consent of Conoco.

IN WITNESS WHEREOF, the parties hereto have executed this contract, this _____ day of _____, 19____

CONTINENTAL OIL COMPANY
(Conoco)

By _____

_____
(Buyer)

By _____

8318

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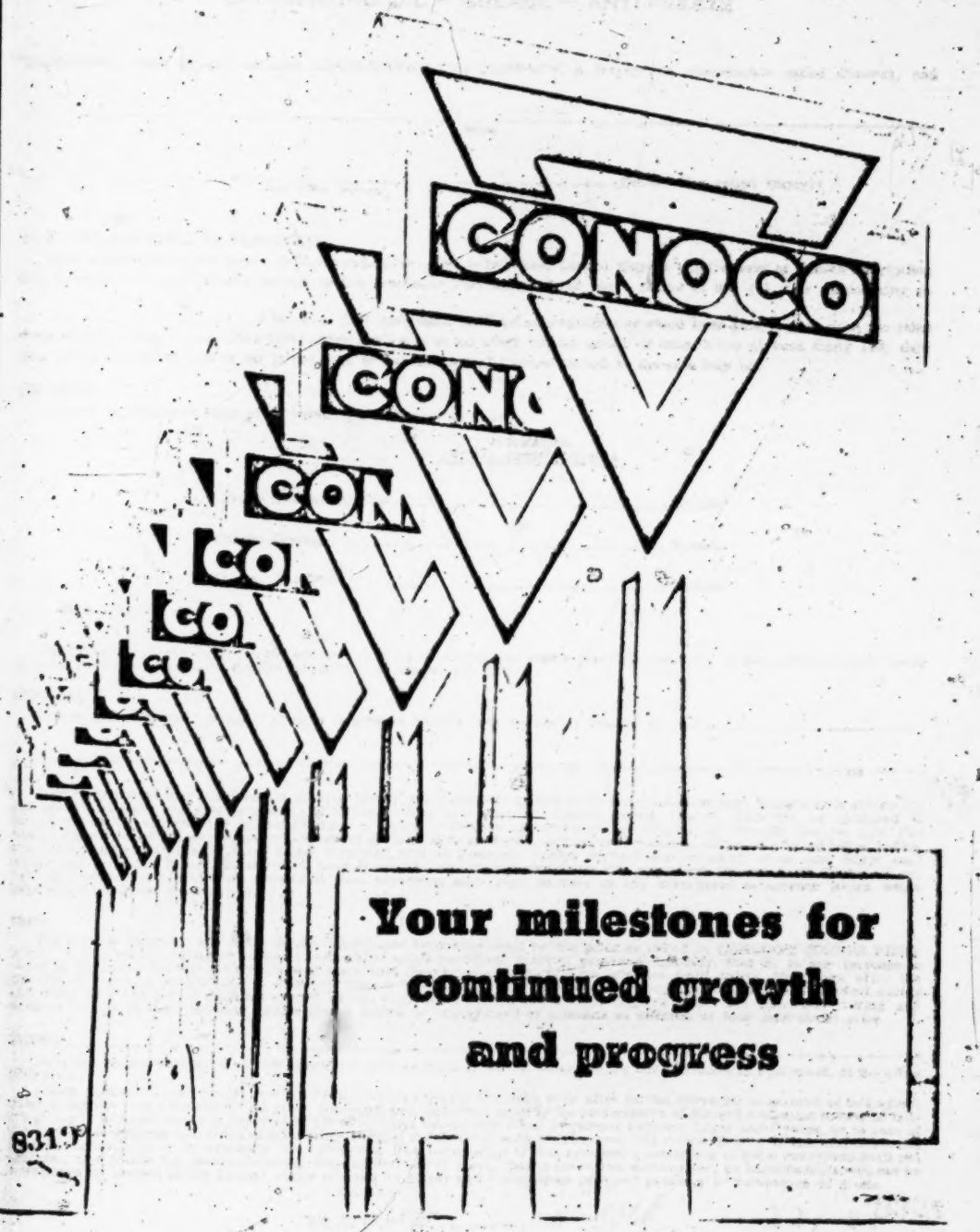
Commission's Exhibit 231D

CONTINUED PAGE 4



8319

JAX 311

Commission's Exhibit 231E-1

JOBBER SALES AGREEMENT

LUBRICATING OIL — GREASE — ANTI-FREEZE

AGREEMENT, Made by and between CONTINENTAL OIL COMPANY, a corporation (hereinafter called Conoco), and

_____
Name

_____ (hereinafter called Buyer)
Post Office Address

PRODUCTS AND TERM OF AGREEMENT:

Conoco agrees to sell and deliver to Buyer and Buyer agrees to buy from Conoco, Buyer's requirements of Conoco Lubricating Oils, Greases, and Anti-Freezes, subject to the conditions hereinafter stated, for a period of one (1) year commencing on _____, 19____. This agreement shall be automatically renewed from year to year upon the same terms and conditions, unless either party hereto shall give to the other written notice of cancellation at least thirty (30) days prior to the expiration date of the initial term or any subsequent renewal period, as the case may be.

QUANTITY:

Buyer's requirements referred to herein are estimated as follows:

ESTIMATED
ANNUAL REQUIREMENTS

Conoco Lubricating Oils _____ Gallons

Conoco Greases ..... _____ Pounds

Conoco Anti-Freezes .. _____ Gallons

Conoco shall not be obligated to sell and deliver to Buyer during said yearly period any quantity of the products named above in excess of Buyer's Estimated Annual Requirements plus ten per cent.

DELIVERY:

The products covered hereunder shall be shipped to Buyer's bulk station(s) located at _____

_____

Buyer represents that the products covered hereby are purchased by Buyer for distribution through Buyer's bulk station (s) and service stations supplied therefrom. Notwithstanding any other provisions hereof, Conoco shall not be obligated to furnish hereunder any quantity of said products in excess of Buyer's requirements for distribution through Buyer's bulk station(s) named herein. If any shipment hereunder shall be diverted by Buyer from destination as shown on original bill of lading, to a point at which no bulk station of Buyer is located, without Conoco's written consent first obtained, or in case Buyer shall violate any provision hereof, Conoco shall have the right and option to terminate this agreement. No waiver by Conoco of any right of termination hereof shall prevent it from exercising such right in case of any subsequent occurrence which would otherwise have given it such right.

PRICE:

The price to Buyer for any of the products purchased hereunder shall be the price as stated in CONOCO'S JOBBER PRICE SCHEDULE in effect on date of shipment and subject to all conditions therein; provided, however, that as to any increase to Buyer in the price for lubricating oils or greases, said increase shall not become effective until thirty (30) days after the effective date shown on CONOCO'S JOBBER PRICE SCHEDULE. The quantity Buyer may purchase at prices in effect during said thirty (30) day period shall not exceed, except at Conoco's option, more than Buyer's maximum purchases during any calendar month of the preceding twelve-month period of the product or products so affected by such increase in price.

TERMS: _____

Payment for goods shipped on this agreement is to be made in lawful money of the United States, or equivalent, at the office of Conoco.

If this agreement provides for sale on credit, Conoco reserves the right, even after partial deliveries on account of this agreement, to require cash payment for all goods delivered, or satisfactory security for performance of Buyer's obligation in case of failure of Buyer to fulfill terms of payment or other terms of this or any other agreement between Buyer and Conoco, or in case of any reasonable doubt as to Buyer's responsibility. Refusal to submit to such requirement will entitle Conoco to suspend deliveries pending such refusal or to terminate this agreement. The termination of this agreement, under any of these conditions shall not prejudice any claims for damages Conoco may be entitled to make. Claims for errors, deficiencies, or imperfections will not be entertained by Conoco unless prompt notice is given by Buyer and inspections accepted previous to acceptance of goods.

FEDERAL TRADE COMMISSION
DOCKET NO. 6915 EXHIBIT NO. 231E 29, 23/ 8321

JAX 312

Commission's Exhibit 231E-2

312 C

QUANTITY DISCOUNTS

In consideration of the execution of this agreement, Buyer shall receive the following discounts on the total dollar value of Buyer's purchases hereunder (exclusive of excise taxes included therein) of products designated by Conoco as Automotive Oils and Anti-Freezes during each yearly period.

Quantities Per Year	Discounts	Quantities Per Year	Discounts
1 to 2,499 gallons	None	50,000 to 79,999 gallons	6%
2,500 to 4,999 gallons	1%	80,000 to 109,999 gallons	7%
5,000 to 9,999 gallons	2%	110,000 to 149,999 gallons	8%
10,000 to 19,999 gallons	3%	150,000 to 199,999 gallons	9%
20,000 to 34,999 gallons	4%	200,000 gallons or over	10%
35,000 to 49,999 gallons	5%		

Said discounts shall be paid or allowed at the end of each yearly period (or at Conoco's option at the end of any quarterly period) that this agreement shall continue in force, in computing discounts, add together all grades of Conoco brand-marked oils, greases, and anti-freezes purchased to determine the quantity per year. Total quantity of greases will be computed on one gallon of oil. Discounts paid or allowed at the end of any quarterly period shall be conditional and subject to adjustment during the then current yearly period, less any previous discounts paid or allowed Buyer during said yearly period.

OTHER CONDITIONS If any tax or other charge collectible from Conoco is now or hereafter imposed by any federal government authority, state, or municipal authority upon any of the goods herein described, or the production, manufacture, storage, or withdrawal from storage, sale, transportation, delivery, or use thereof, the price to be paid by Buyer hereunder, unless such tax or charge is included in the price payable by Buyer, as herein elsewhere provided, be increased by the amount of such tax or charge, unless such tax or charge is collectible by Conoco from Buyer as a tax, in which case Buyer shall reimburse Conoco for same as a tax.

Neither Conoco nor Buyer shall be liable for any losses resulting if performance of any provision hereof is delayed or prevented by war or national emergency, now or hereafter existing, or by reason of complying with any order of, contract with, or request of the United States or any agency thereof, or of any state or political subdivision thereof, or because with reasonable diligence to obtain in the area in which deliveries are to be made hereunder, equipment, materials or supplies, or action of an enemy, revolution or other disorder, embargo, import or export restriction, strike, lockout, fire, flood, windstorm, accident or act of God, disruption or breakdown of transportation, failure of or interference with supply from Conoco's present source or sources, perils of the sea, accidents of navigation, breakdown of or injury to any ship, loss of tanker tonnage or refineries thereof by reason of compliance with any order or request of any governmental authority, or if performance is delayed or prevented by any cause not within the control of the party in default, or which with reasonable diligence such party is unable to prevent, whether of any class of causes hereinbefore enumerated or not.

In any such case the operation of this agreement so far as necessary shall be suspended. The cause of interruption shall be remedied, if reasonably possible, with all dispatch, and performance resumed at the earliest practicable time after cessation of such interruption. Conoco shall not be required to make up deliveries omitted on account of any such cause or causes.

If by reason of any of said causes Conoco shall be unable to supply the requirements of all of its customers of any product covered hereby in the area in which deliveries are to be made hereunder, Conoco's obligation while such inability exists shall at its option be reduced to the extent necessary in its judgment to apportion fairly among its customers the amount which it is able to supply.

Conoco shall have the right at any time during the life of this agreement to change, alter or amend any of the trade names or brands under which products covered by this agreement are now or may hereafter be sold. If Conoco shall at any time during the term of this agreement discontinue the marketing of any or all of the brands of products covered by this agreement, Conoco shall be relieved of all obligation to sell or deliver such discontinued brands to Buyer; and if Conoco shall market any other brand or brands of products in lieu of the discontinued brand or brands, this agreement shall embrace such new brand or brands of products.

Any notice which may be given by Conoco to Buyer hereunder may be given by depositing same in the United States registered mail addressed to Buyer at his post office address above given.

Conoco shall not be liable for any shortage in loading, storage, or other loss due to defective equipment unless, before unloading, Buyer notifies Conoco and receives Conoco's approval of such notice. Claim for said shortage is to made by Buyer to Conoco within five (5) days following placement of car for unloading and substantiated by properly issued freight bills and causes affidavit of party unloading shipment.

This agreement is not transferable without Conoco's written consent and upon its execution supersede and is in lieu of any and all existing contracts or agreements between the parties herein relating to the sale and purchase of LUBRICATING OILS, GREASES, and ANTI-FREEZES, and is the entire agreement between the parties, on that subject.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, this _____ day of _____, 19____

_____ (Buyer)

By _____

CONTINENTAL OIL COMPANY (Conoco)

By _____

Negotiated by _____

8322

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JAX 313

Commission's Exhibit 231F-1

313

JOBBER SALES AGREEMENT

at _____ (Street) _____ (City) _____ (State), hereinafter called "Buyer," agrees to buy from Continental Oil Company, a corporation, hereinafter called "Conoco," and Conoco agrees to sell to Buyer, the following goods and petroleum products, subject to the terms and conditions herein stated.

TERM OF CONTRACT: This contract shall be in force for a period of one year, commencing on the _____ day of _____, 19____, and thereafter from year to year for successive yearly periods, for the same quantities and on the same terms and conditions, unless and until terminated as herein provided. This contract may be terminated at the end of any such yearly period by either party hereto giving to the other written notice of desire to terminate at least thirty (30) days prior to the date upon which such termination is to take effect.

PRODUCTS and QUANTITIES (gallons): _____, shipment in tank cars or transport trucks (at Conoco's option) to be furnished by Conoco, in the following quantities for each month, to-wit: (thousands of gallons)

PRODUCT	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.

Buyer shall furnish Conoco shipping instructions not less than five days prior to date of shipment, all shipments to be invoiced as of date shown on Bill of Lading. Invoices to be rendered on basis of normal temperature 60° Fahrenheit with gallonage adjustment as provided for in the abridged Volume Correction Table for Petroleum Oils.

Conoco shall have the right at any time during the life of this contract to change, alter or amend any of the trade names or brands under which products covered by this contract are now or may hereafter be sold. If Conoco shall at any time during the term of this contract discontinue the marketing of any or all of the brands of products covered by the contract, Conoco shall be relieved of all obligation to sell or deliver such discontinued brands to Buyer; and if Conoco shall market any other brand or brands of products in lieu of the discontinued brand or brands, this contract shall embrace such new brand or brands of products.

PRICE: The price per gallon Buyer shall pay Conoco, subject to the conditions hereinafter stated, for each shipment of Conoco _____, Conoco _____, Conoco _____ and Conoco _____ f.o.b. Buyer's destination (s) shown herein shall be Conoco's established contract jobber tank car/truck transport price in effect on date of shipment for said products at such destination (s).

Conoco may deliver products in other transport trucks or tank cars from such shipping points as it may elect. Provided that if shipment is made freight collect and payable by Buyer, Conoco shall credit Buyer with amount of freight so paid by Buyer. Provided further that Conoco may at its option agree to deliver to Buyer such products, as Conoco may elect, into Buyer's truck transports at shipping points designated by Conoco, in which case Conoco shall credit Buyer with an amount mutually agreed upon in advance in writing. Delivery into Buyer's motor transport equipment shall constitute delivery to Buyer and Buyer shall assume ownership and full responsibility for such products at time of delivery.

Conoco's established contract jobber tank car/truck transport prices for the products covered by this contract on _____, 19____, are as follows:

Destination (s)

_____ _____ _____ _____ _____

6415 _____ 2302

TERMS OF PAYMENT:

Payment for goods shipped on this contract is to be made in lawful money of the United States, or equivalent, at the office of Conoco. (Discount, when applicable will be allowed on amount of invoice less all taxes and less freight paid or allowed from shipping point to destination.)

This contract is subject to the stipulations endorsed hereon and made a part hereof:

31

8324 231(4)

JAX 314

Commission's Exhibit 231F-2

ADDITIONAL STIPULATIONS:

If the application of any provision hereof relating to increase of price would result in a total price for any product delivered hereby in excess of such price or maximum price as has been or may be fixed thereon by valid regulation of any governmental agency, the price of such product shipped while such regulation is in effect shall not exceed the price fixed thereby.

Shipments hereunder shall be made in approximately equal monthly quantities upon order from Buyer. It is agreed that no shipments will be made in tank cars unless Buyer has provided sufficient available tank storage and facilities to unload from tank car direct into such storage.

If Buyer at any time shall resell in unused quantities any of the products contracted to be sold hereunder, or if any car shipped under this contract shall be diverted by Buyer from the destination as shown on the original bill of lading without first obtaining Conoco's written consent, or in case Buyer shall violate any of the provisions hereof, Conoco shall have the right and option to cancel and terminate this contract.

This contract shall be construed as a divisible contract as to each and every monthly installment, shipments during each month to be apportioned approximately therein, and a failure to order, take out and accept the quantity of products called for in any such installment period, except as may be prevented by the variation of capacity of available tank cars, shall constitute a material breach of this contract and said contract may be cancelled at the option of Conoco by giving written notice to Buyer without any obligation on Conoco to tender the balance of such installments not theretofore accepted. If said contract is not cancelled, it shall, except at Conoco's option, continue to bind Buyer as to the remainder of the period covered thereby according to its terms, but Conoco shall not be obligated to accept any further orders hereunder; or if in such case Conoco shall accept orders hereunder from Buyer for shipments in any subsequent month, Conoco shall, nevertheless, after making any such subsequent shipments, have the right and option to cancel and terminate this contract as to any and all further shipments which might be called for thereunder, by giving written notice to Buyer. Failure of Buyer to order, take out and accept in any month the quantity of products to be delivered hereunder shall in no event entitle Buyer to order and take out in any subsequent month the quantity Buyer shall have so previously failed to take out.

Any notice which may be given by Conoco to Buyer hereunder may be given by registered mail addressed to Buyer at the address above given.

Conoco shall not be liable for any shortage in loading, outage, or other loss due to defective equipment unless before unloading Buyer notifies Conoco and receives Conoco's approval of such action. Claim for said shortage to be made by Buyer to Conoco within five (5) days following placement of car for unloading and substantiated by properly noted freight bills and sworn affidavit of party unloading shipment.

Buyer agrees to promptly unload, upon arrival at destination, all shipments made hereunder and to reimburse Conoco for any demurrage paid by Conoco resulting from Buyer's failure to do so.

Conoco reserves the right, even after partial deliveries on account of this contract, to require cash payment for all goods delivered, or satisfactory security for performance of Buyer's obligation in case of failure of Buyer to fulfill terms of payment or other terms of this or any other contract between Buyer and Conoco, or in case of any reasonable doubt as to Buyer's responsibility. Refusal to submit to such requirements will entitle Conoco to suspend deliveries pending such refusal or to terminate this contract. The termination of the contract under any of these conditions, shall not prejudice any claims for damages Conoco may be entitled to make. Claims for errors, deficiencies, or imperfections will not be entertained by Conoco unless prompt notice is given by Buyer and instructions received previous to acceptance of goods.

If any tax or other charge collectible from Conoco is now or hereafter imposed by any federal government authority, state, or municipal authority upon any of the goods herein described, or the production, manufacture, storage, or withdrawal from storage, sale, transportation, delivery, or use thereof, the price to be paid by Buyer may, unless such tax or charge is included in the price payable by Buyer, as herein elsewhere provided, be increased to the extent of such tax or charge, unless such tax or charge is collectible by Conoco from Buyer as a tax, in which case Buyer shall reimburse Conoco for same as a tax.

Neither Conoco nor Buyer shall be liable for any losses resulting if performance of any provision hereof is delayed or prevented by war or national emergency, now or hereafter existing, or by reason of compliance with any order of, contract with, or request of the United States or any agency thereof, or of any state or political subdivision thereof, or inability with reasonable diligence to obtain in the area in which deliveries are to be made hereunder, equipment, materials, or supplies, or action of an enemy, revolution or other disorder, embargo, import or export restriction, strike, lockout, fire, flood, windstorm, accident or act of God, disruption or breakdown of transportation, failure of or interference with supply from Conoco's present source or sources, perils of the sea, accidents of navigation, breakdown of or injury to any ship, loss of tanker tonnage or reduction thereof by reason of compliance with any order or request of any governmental authority, or if performance is delayed or prevented by any cause not within the control of the party in default, or which with reasonable diligence such party is unable to prevent, whether of any class of causes hereinbefore enumerated or not.

In any such case the operation of this contract so far as necessary shall be suspended. The cause of interruption shall be remedied, if reasonably possible, with all dispatch, and performance resumed at the earliest practicable time after cessation of such interruption. Conoco shall not be required to make up deliveries omitted on account of any such cause or causes.

If by reason of any of said causes Conoco shall be unable to supply the requirements of all of its customers of any product covered hereby in the area in which deliveries are to be made hereunder, Conoco's obligation while such inability exists shall at its option be reduced to the extent necessary in its judgment to apportion fairly among its customers the amount which it is able to supply.

This contract constitutes the entire agreement between the parties, as to the subjects covered herein, and is in lieu of any and all existing contracts between the parties involving products of the description of those sold hereunder, and no agent shall have authority to vary the terms hereof. No variation or amendment hereof shall be effective unless and until approved by an authorized representative of Conoco. This contract is executed in triplicate; the counterpart hereof held by Conoco is to be considered the original and shall be the binding agreement in the event of any variation between such counterpart and the one held by Buyer.

This contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, but no assignment thereof by Buyer shall be valid without the written consent of Conoco.

IN WITNESS WHEREOF, the parties hereto have executed this contract this _____ day of _____, 19____

CONTINENTAL OIL COMPANY

By _____
(CONOCO)

_____
(BUYER)

By _____

JAX 315

Commission's Exhibit 232A-1

In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 1(c) OF SPECIFICATION II OF SUBPOENA

The only type of commission agreement executed by Continental and its commission agents (commission representatives) is the form annexed hereto as EXHIBIT G.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 232A
IN THE MATTER OF B.F. Goodrich Co., et al
DATE 11/7/67 WITNESS —
ACME REPORTING CO., Official Reporter
By Gaw

137 33

8327 232A1

JAX 316

Commission's Exhibit 232A-2

EXHIBIT G

BULK PLANT COMMISSION AGREEMENT

Printing and Stock Form, Security Area
Approved Vendors as an Employee

THIS AGREEMENT is made by and between CONTINENTAL OIL COMPANY, a Delaware corporation, hereinafter called "Continental", and _____ a representative (hereinafter, solely for brevity, called "Agent").

1. Agent, for the consideration hereinafter stated, agrees to take charge of bulk plant and stock of Continental located at _____ and in connection with the sale, storage, and transfer of petroleum products from said bulk plant and in territory adjacent thereto and, in connection therewith, to:

A. Keep said bulk plant in good condition, free from weeds and rubbish, and look after all other property held by Continental in said area in connection with the sale of petroleum products and see that all licenses of such property and holders of equipment licensed by it comply with their agreements with respect to maintenance of its said property.

B. Unload tank cars and other cars and transport trucks, and promptly report the arrival, unloading and return of all cars and transport trucks assigned to said bulk plant. Any demurrage or storage charges accruing because of negligence of Agent or violation by Agent of any provision of this agreement shall be paid by Agent.

C. Collect orders and make sales including deliveries to the trade, at prices established by Continental from time to time, take receipts from all parties to whom deliveries are made, reporting the receipt, delivery and shipment of stock on hand furnished by Continental, and satisfactorily account for all stocks entrusted to Agent.

D. Fill barrels and other containers from bulk stock, haul empty containers, make such shipments and transfers as are requested, and take proper care of said stock.

E. Faithfully comply herewith, and make reports in accordance with the agreement and general instructions from Continental's Division or District Manager or _____.

F. Collect and remit promptly for all sales made. Any credit sales made by Agent not duly authorized by Continental's Credit Division shall be at Agent's sole risk, and Agent shall be liable to Continental for the payment of the amount of any and all such accounts arising out of any such sales. Continental also hereby expressly reserves the right to withhold from amount to be paid Agent for commissions an amount equal to the amount of any such unauthorized amount or accounts. If it shall do so, Continental shall not be required to credit any such amount to Agent unless and until Agent shall make written request therefor to Continental's said Division or District Manager. All amounts due under this contract shall be payable at Continental's division office at the last mentioned place.

2. COMMISSIONS. Continental, in consideration of the performance of this agreement by Agent, and subject to the provisions hereof, will pay Agent commissions:

A. (1) ON SALES (except as noted in exceptions at points shown below if no rate is shown or if sale is made to a point not listed, the rate shown for the next preceding zone for which a rate is shown shall apply):

SALE (INCLUDING DELIVERY) TO BONES OR TOWN(S) LISTED BELOW	Sales From Bulk Plant	CENTS A GALLON							
		Gasoline	Super Gasoline			Gasoline		Tractor Fuel	

	Zone 1	Beyond Zone 1	
(a) Commission rates on sales of Lubricating Oils (including Greases, Rubber Lubricant, Grease Hose, and Grease Anti-Squeak Oil) shall be	____¢ a gal.	____¢ a gal.	
(b) Commission rates on sales of Greases shall be	____¢ a lb.	____¢ a lb.	
(c) Commission rates on sales of Grease Anti-freeze — Permanent Type — shall be	____¢ a gal.	____¢ a gal.	
(d) Commission rates on sales of Grease Anti-freeze — Hydrogen Type — shall be	____¢ a gal.	____¢ a gal.	

(e) Product	Rate	Product	Rate

(2) On sales from said bulk plant or by tank wagon to gasoline jobbers (bulk car or transport truck buyers), or to any wholesale oil company at less than tank wagon price, the commission shall be as shown in paragraph 2. A. (1) herein.

B. ON TRANSFERS OF STOCK (NOT SALES):

(1) From said bulk plant to any other bulk plant handling Continental's products, and to service stations owned or held under lease by Continental, or to railroad depot for shipment to such bulk plants and service stations (which transfers shall be made at Agent's expense when approved and directed, unless otherwise noted above, the amount to be paid as commissions will be at the rates shown below.

Product	Rate	Product	Rate	Product	Rate
Crown Gasoline	____¢ a gal.	Lubricating Oils (Except as follows)	____¢ a gal.		____¢ a gal.
Crown SUPER Gasoline	____¢ a gal.	Crown Hose and Crown Anti-Squeak Oil (1-1 case)	____¢ a gal.		____¢ a gal.
	____¢ a gal.				____¢ a gal.
Crown Kerosene	____¢ a gal.				____¢ a gal.
	____¢ a gal.	Crown Rubber Lubricant (1-1 case)	____¢ a gal.		____¢ a gal.
	____¢ a gal.				____¢ a gal.
	____¢ a gal.	Crown Stock Oils and Miscellaneous Oils sold on a gallon-per-basis	____¢ a gal.	Crown (All Grades)	____¢ a lb.
Tractor Fuel	____¢ a gal.			Anti-Freeze	____¢ a gal.

(2) Profit that on deliveries at above bulk plant to other Continental agents, amount to be paid as commission will be as follows:

Gasoline bill quoted	____¢ a gallon
Kerosene bill quoted	____¢ a gallon
	____¢ a gallon
Motor Oils bill quoted	____¢ a gallon
Stock Oils, industrial Oils and miscellaneous products sold on gallon-per-basis	____¢ a gallon
Greases bill quoted	____¢ a pound
Anti-freeze	____¢ a gallon

8338

140 31

Commission's Exhibit 232B

(B) ON TRANSFERS which, when approved and directed by Continental, shall be made at Agent's expense to above bulk plant, of package goods or the grocery cases light oils from another bulk plant and light oils from refineries or terminals, unless otherwise herein provided, the amount to be paid as commissions will be an amount equal to the railroad freight rate or truck rate, whichever is lower, without regard to any established minimum charge, unless a different amount is fixed in separate written agreement.

C. No payment for commissions shall be made on competitive not listed above, nor for handling from railroad depot to bulk plant, on stock received or sales of any product or products shipped directly to customer and not handled through or from above bulk plant, nor products returned to stock, nor products purchased by Agent from any competitor, except as may be specifically authorized. Said commissions shall be paid promptly upon adjustment of monthly accounts, except as may be otherwise herein provided. Items specified herein for commissions cover sole reimbursement to Agent for performance hereof by Agent and for furnishing equipment and furnishing services of any employees of Agent as herein provided.

6. It is mutually agreed:

A. Continental will furnish all forms which in its opinion are necessary in connection with the performance hereof by Agent, and such operating supplies only as shall be agreed upon prior to the execution hereof, and will keep its bulk plant and equipment in good repair, except as noted below, and will furnish insurance on buildings and its equipment at said bulk plant and merchandise stocks, and will pay exchange on remittances.
Agent shall keep a complete record of all sales made by Agent in any manner, and all transactions by Agent in connection with performance hereof, which records, together with all bulk plant records entrusted by Continental to Agent or made while this agreement is in effect, shall be delivered to Continental upon the termination of this agreement. Continental shall have the right at any time or times to audit, inventory or otherwise check its products and equipment in the hands of Agent, and all records pertaining thereto.

B. Continental will furnish the necessary paint and materials, and Agent shall, at Agent's expense, furnish the necessary labor to keep leased equipment and bulk plant equipment (except storage tanks and bulkhead painted and in good condition, and to make minor repairs to same, and promptly report to said Division or District Manager any major work or repairs necessary to keep Continental's property in good condition.

C. In consideration of above commissions, Agent agrees to pay all expenses which may be incurred in the ordinary operation of said bulk plant and the performance hereof by Agent, and shall furnish at Agent's expense suitable automotive equipment with which to perform this agreement, and shall pay all maintenance of same (including gasoline and oil), and shall pay for light, power, water, tax, heat, telephone, telegrams and postage where necessary to the proper conduct of said bulk plant. Continental will at its option furnish the truck tank or tanks.

D. No passenger other than an employee of Agent or of Continental shall be carried in such automotive equipment while engaged in and about performance hereof. Agent will keep displayed in such equipment a conspicuous notice to that effect and will protect Continental against all loss, loss, and expenses incurred by reason of violation of this or the next preceding sentence.

E. Agent accepts and assumes full and exclusive liability for, and agrees to indemnify Continental against, all contributions and taxes for unemployment insurance or compensation, old-age pensions, annuities, income and earnings taxes, workmen's compensation, and otherwise, now or hereafter imposed by any law or enactment of the United States or any state or political subdivisions, measured by the wages, salaries, or other compensation paid to any persons employed by Agent in connection with the performance hereof, required to be paid by the employer of, or collected from such person or persons so employed. Agent further agrees to enter into any agreement which has been or may be prescribed by any such governmental authority, or requested by Continental, to carry out the intent in connection with, Agent's agreement in this paragraph. If at any time Agent employs anyone to assist Agent in connection with performance hereof, Agent shall comply with such laws and enactments as an employer of such assistant, and furnish Continental evidence of such compliance and any other evidence which may reasonably be required by Continental in connection with compliance therewith.

7. Agent hereby releases Continental from all responsibility for damage in case of fire or any accident which may occur while any tank wagons, motor tank trucks, demountable tanks, or packages containing any of Continental's products handled by Agent are stored on premises of Agent.

8. Agent agrees to give such bond as is required by Continental to secure performance of all or any of Agent's agreements herein, with a surety company designated by Continental as surety, and to procure public liability insurance and property damage insurance covering all automotive equipment used by Agent in performance hereof, in the amount of not less than $50,000.00 for each accident for injury or death of one person injured or killed, and the amount of not less than $100,000.00 where more than one person is injured or killed in the same accident, and said property damage insurance to be in the amount of not less than $5,000.00 for each accident. Such insurance policy or policies shall be in a company or companies approved by Continental, and in form approved by Agent, and shall be delivered to Continental.
Agent agrees to protect Continental from and hold it harmless from and indemnify it against all claims, expenses, loss and damage, including damages for injury, death and damage to employees and members of the public, arising from any cause whatsoever out of or in connection with the performance hereof by Agent, regardless of whether such performance is directly by Agent or any employees of Agent, or any other parties under Agent, or any employees of such other party, or all or any of them.

9. A. Agent shall not have the right to conduct any business at or from said bulk plant other than as hereinabove mentioned, without Continental's written consent. Agent shall make no alterations in or additions or improvements to said bulk plant property without Continental's written consent and shall not, without Continental's written approval, place any sign on said premises or in front of or adjacent thereto except to show that Conoco trade marked products are being sold at or from said bulk plant.
Continental reserves the right to contract with any third parties for the placing, erection, and maintenance of commercial advertising signs, billboards, or other similar advertising structures or equipment on said bulk plant premises, and to receive all income derived therefrom, provided, however, that such billboards, signs, structures, or equipment shall be so placed as to not unreasonably interfere with the use of said premises by Agent for the purposes hereinabove described.

B. Agent shall comply at Agent's expense with all federal, state, municipal, and other governmental and local laws, rules, regulations and ordinances relating to said bulk plant property and/or relating to or arising out of the operation of said bulk plant, and not violate the same or any insurance policies on said bulk plant property.

C. Any and all parties employed by Agent to assist Agent in connection with performance hereof by Agent shall be employees of Agent, and shall in no event be considered employees of Continental, and shall be hired, paid, and discharged by Agent, and entirely under Agent's direction and control, and their duties and the manner of performance thereof defined by Agent. Agent shall adhere to all laws, ordinances and regulations relating to safety or otherwise with respect to the employment of any such assistants.

7. Agent agrees during the term hereof not to sell, or act as representative or agent for the sale of, any product competitive to those products furnished by Continental, of said bulk plant or in territory tributary thereto.

8. This agreement shall take effect on the _____ day of _____, 19____, and continue until canceled by ten days' written notice by either party to the other, provided that if Agent fails in any respect to comply with this agreement, Continental may immediately terminate it without notice to Agent, or if Agent loses or sells any equipment for the storage or handling of gasoline or other petroleum products in said area to any customer, or replaces such equipment owned by any other party in said area, without the written consent of Continental's Division or District Manager, it may immediately terminate this agreement. Upon the termination hereof, Agent shall forthwith deliver to Continental said bulk plant, and all equipment, property, products, moneys and credits not previously accounted for, and all other items of whatever kind entrusted by Continental to Agent.
In case of the termination of this agreement, Continental shall have the right at and within thirty days after such termination to purchase any or all such equipment leased by Agent at the same price for such item involved as Continental shall then be paying to any third party for similar leased equipment in said area and within the time allowed for such purchase may deliver any petroleum product which it may sell into such equipment without charge.
No variation or amendment hereof shall be effective unless in writing, signed by Continental's said Division or District Manager. No waiver of any breach hereof by Agent shall be a waiver of any succeeding or other breach hereof.
Any notice hereunder may be given by Continental by depositing the same in the United States registered mail addressed to Agent at said bulk plant, and by Agent to Continental by depositing the same in the United States registered mail addressed to Continental at said division office.
This agreement constitutes the entire agreement between the parties as to the subjects covered herein, and, as of the effective date hereof, shall be in lieu of any and all existing contracts between the parties involving or relating to the subject matter hereof.

Executed in triplicate at _____, this _____ day of _____, 19____.

CONTINENTAL OIL COMPANY

_____
(Agent Sign Here)

By _____

Title _____

(9) 2 5 6

8329 141 35

JAX 318

Commission's Exhibit 233A

318

In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 2(a) OF SPECIFICATION II OF SUBPOENA

(1) During 1951, the credit card issued by Conoco was the so-called "President's Courtesy Card" in the form annexed hereto as EXHIBIT H. Prior to 1951, and possibly during a portion of that year, Conoco also issued a "regular" credit card and the "Touraide" credit card (issued to users of Conoco "Touraide" Road Map Service). The "regular" and "Touraider" credit cards were discontinued and no copies of these cards are available, but they differed from the "President's Courtesy Card" only in name, color and period of validity.

(2) On or about April 1, 1952, Conoco revised its "President's Courtesy Card" to the form which is annexed hereto as EXHIBIT I.

In March, 1953, Conoco installed its credit check system, which was supplementary to the "President's Courtesy Card". The "check" is, in reality, an invoice and is punched so that it can be run through IBM bookkeeping equipment. Credit checks come in pads which are clipped in leatherette or paper containers. The top sheet of the pad constitutes, in effect, a credit check. The top sheet of the credit checkbook is annexed hereto as EXHIBIT J, and a credit "check" is annexed hereto as EXHIBIT J-1. Since the introduction of the credit checkbook system, a minor change in color and arrangement of the credit checkbook has been made, but no substantive change has been made in the conditions of the top sheet or credit checks.

(3) The "President's Courtesy Card" as revised on April 1, 1952 (Exhibit I) and the top sheet of the credit checkbook (Exhibit J) are now, and have been since their effective dates, the forms of credit identification used by Conoco.

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 233A
IN THE MATTER OF B.F. Goodrich Co. et al
DATE 1/1/57 WITNESS —
ACE REPORTING CO., Official Reporter
By Gam

8331 233(a)

112- 36

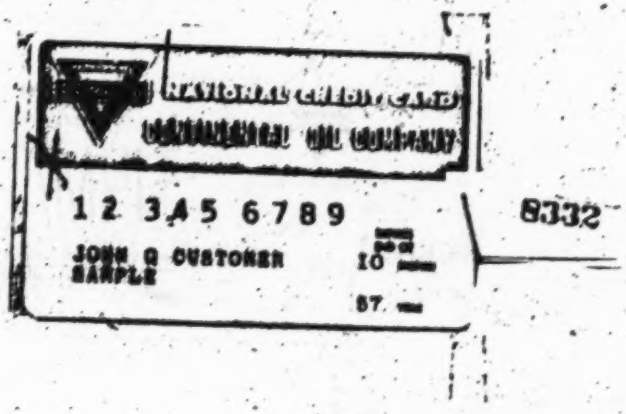
JAX 319

Commission's Exhibit 233B

In the Matter of
The B. F. Goodrich
Company Et Al
FTC Docket #6485

ADDENDUM TO RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 2(a) OF SPECIFICATION II OF SUBPOENA

Since the preparation of the original response to the Subpoena, Continental Oil Company issued a new credit card in the latter part of October, 1957. This credit card is attached hereto and is the authorized credit card of the company effective November 1, 1957. This card is the "charge-a-plate" type and represents a departure from our credit check book system. The only material change in the conditions of the card is the inclusion of Firestone tires, batteries and accessories to the list of items for which Continental will accept credit invoices.



8334 33 (6)

143 37

EXHIBIT H

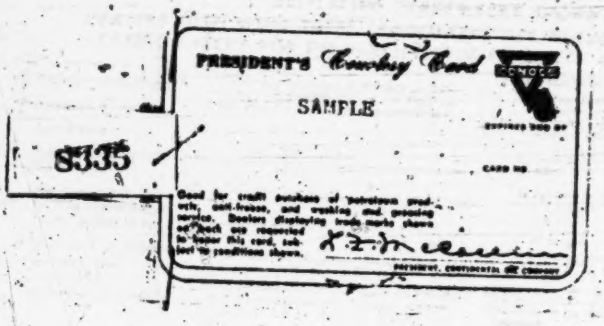
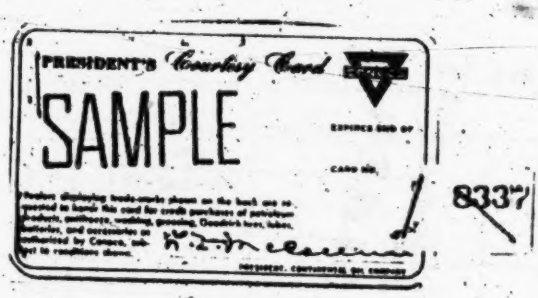


EXHIBIT I



233(c)

Commission's Exhibit 233D

EXHIBIT J

CONOCO CREDIT CHECKS MAY BE USED FOR RETAIL PURCHASES FROM DEALERS DISPLAYING TRADEMARKS SHOWN BELOW

DEALERS DISPLAYING THESE TRADEMARKS ARE REQUESTED TO HONOR CONOCO CREDIT CHECKS FOR THE PURCHASE OF PRODUCTS AND SERVICES AS LISTED

RETAIL QUANTITIES OF:

Petroleum Products

Anti-freeze

Washing and Greasing Service

The following if mounted or installed on vehicle at time of sale:

Goodrich Tires, Tubes, Batteries, and Accessories authorized by Conoco.

SIGNATURE:

Deliveries of Products or Services on This Book are to be made only on my Signature and these Signatures appearing ABOVE line.

1 _____

2 _____

3 _____

4 _____

Note: If holder of credit check book wishes deliveries made only to himself, sign on signature line 1. Otherwise sign on line immediately following signatures of others authorized to purchase.

CONDITIONS COVERING USE OF CONOCO CREDIT CHECKS

1. By acceptance of these Credit Checks recipient agrees to pay all charges made thereby unless they are lost or stolen and customer has given written notice to the effect to Conoco.

2. Payment due within 15 days from date of monthly statement.

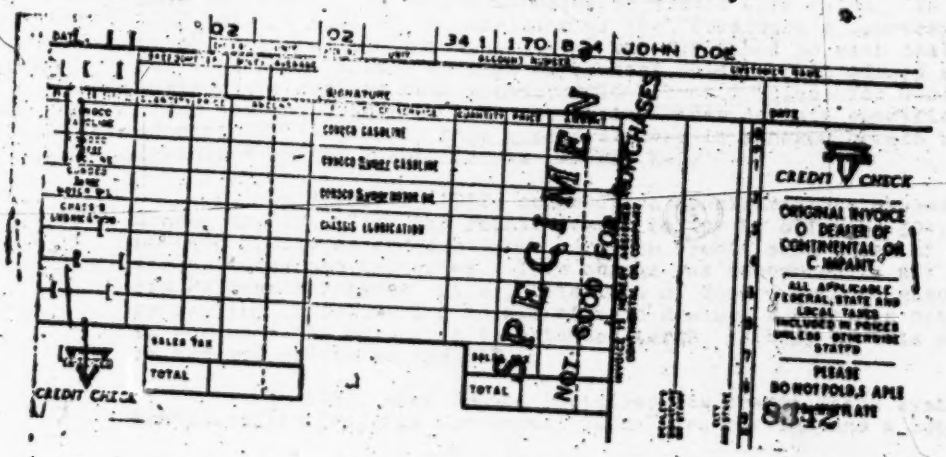
3. Customer or those authorized by Customer to use Conoco Credit Check shall present this Credit Check Book and sign a check for each purchase made.

4. This Credit Check Book may be canceled and delivery refused at any time without notice and offer receipt of cancellation notice, the holder shall surrender this Credit Check Book.

YOU Are Invited To Use Your Conoco Credit Checks at Stations Displaying These Trademarks in the United States and Canada.

3310

EXHIBIT J-1



233(d)

FEDERAL TRADE COMMISSION
DOCKET NO. 6785 EXHIBIT NO. 233D

8313

14.5

JAX 322

Commission's Exhibit 234A

In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 2(b) OF SPECIFICATION II OF SUBPOENA

Conoco has never issued "instructions" to Conoco outlets relative to the use of credit cards or credit checks. Conoco has, at various times, "requested" or "recommended" that retail dealers of its branded products honor the identification cards specified and extend retail credit to the holders thereof (see the aforementioned Exhibits H, I and J). No dealer is compelled to honor such cards (or credit checkbooks) if he does not wish to do so. If the dealer does elect to honor the Conoco credit identification cards (or the credit identification cards of those companies with which Conoco has reciprocal exchange agreements), he may assign to Conoco, without recounce, all invoices representing sales made in compliance with the conditions printed on the cards. Conoco accepts such invoices at their face amount, which amount is thereupon either credited to the dealer's account with Conoco or else paid to the dealer in cash.

Prior to April, 1952, dealers handling Conoco branded gasoline had been furnished a so-called "Mileage Merchants' Guide" in the form annexed hereto as EXHIBIT K, which furnished them certain information as to the handling of credit card sales. In April, 1952, at the time of the revision of the "President's Courtesy Card", a so-called "gummed sticker" was furnished to each dealer for attachment to the Mileage Merchants' Guide. This gummed sticker advised the dealers that Conoco would accept invoices for Goodrich tires, tubes, batteries and accessories under certain specified conditions. A copy of this gummed sticker is annexed hereto to Exhibit K and is identified as EXHIBIT K-1.

On August 1, 1952, competitive considerations caused Conoco to liberalize its retail credit policy by offering 30-, 60- and 90-day extended payment terms on credit card sales of tires, tubes and batteries. This change was announced to all "Conoco Mileage Merchants" (i.e., retailers of Conoco branded gasoline) by mailing or delivering to all of said dealers a detailed notice of Conoco's new policy as to extended terms. A copy of this notice is annexed hereto as EXHIBIT L.

In 1953, when Conoco installed its credit check system, the so-called "Mileage Merchants' Guide" was revised and a copy

146 83.1.1 234(a)

Response to Item 2(b)
of Specification II
Page 2

of the revised Guide furnished to all branded gasoline dealers. A copy of this revised "Mileage Merchants' Guide" is annexed hereto as EXHIBIT M. At approximately the same time, a booklet dealing only with the new credit checkbook system was furnished to each branded gasoline dealer, and a copy of this booklet is annexe hereto as EXHIBIT N.

On March 15, 1955, competitive considerations also caused Conoco to further liberalize its retail credit policy by offering three-month and six-month extended payment terms on credit card sales of tires, tubes, batteries, and certain accessories. This change was announced to branded gasoline dealers by furnishing them a detailed notice of such new extended payment terms. A copy of this notice is annexed hereto as EXHIBIT O.

In the latter part of 1955, another revision of the "Conoco Dealers Guide" was made and a copy of the revised Guide was furnished to all branded gasoline dealers. A copy of this revised "Conoco Dealers Guide" is annexed hereto as EXHIBIT P.

On July 24, 1956, Conoco's Marketing field offices were advised by Mr. E. B. Peterson, General Credit Manager, that they were authorized to accept assignment of invoices from lessees and dealers covering sales of Firestone tires, tubes, batteries and certain accessories to holders of valid credit identification. A copy of this letter is annexed hereto as EXHIBIT Q. Unlike previous procedure, there was no uniform printed form of notice to Conoco branded gasoline dealers furnished to the field offices by the General Credit Manager for distribution by those offices to the dealers. As a result thereof, there was no uniformity in the time or in the manner of notification by Conoco's various field offices to Conoco branded gasoline dealers that they were authorized to make sales of Firestone TBA on valid credit identification cards. In many instances, this notice was verbally communicated to Conoco's lessees and direct contract dealers by Conoco's commission agents and field personnel, and Conoco's jobbers were notified in writing. These jobbers, in turn, verbally notified their dealers who sold Conoco branded gasoline. Illustrative of this procedure are copies of two notification letters issued by the Credit Manager of the Chicago Division, which are annexed hereto as EXHIBITS Q-1 and Q-2.

MILEAGE MERCHANTS' GUIDE

How to Handle Credit Card Sales

USE THIS INVOICE FORM FOR SALES TO HOLDERS OF CONOCO CREDIT CARDS

No. 643002

CONTINENTAL OIL COMPANY

1/19-51 APR 0-493-53

JOHN DOE CONOCO

1232 SO. 7TH PONCA CITY OKLA.

	10	.26	2 60
SUPER	5	.40	2 00
WASH-GREASE			2 50
			7 10

PONCA CITY, OKLA.

THESE ARE THE CONOCO CREDIT CARDS

SAMPLE

SAMPLE

IMPORTANT!

1. Watch expiration dates on credit cards
2. Read cover on invoice book
3. Invoices must show complete credit card numbers
4. Invoices must be prepared legibly and completely
5. Invoices must be signed by customers

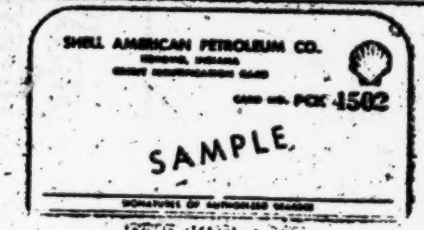
CONOCO

8316

Commission's Exhibit 2340-1

JAX 124

USE THE CONOCO INVOICE FORM FOR SALES TO HOLDERS OF THE CREDIT CARDS SHOWN BELOW



Shell Oil Company Annual cards may be honored only for petroleum products and anti-freeze delivered into the gasoline tank, crankcase, or radiator of the cardholder's vehicle. They may also be honored for tires and tubes not in excess of $150 and for batteries, and lubricating and washing service.

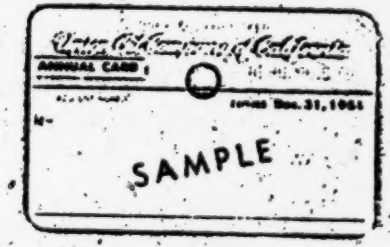
Quarterly cards may be honored for the same merchandise as annual cards except tires and tubes shall not exceed $75.

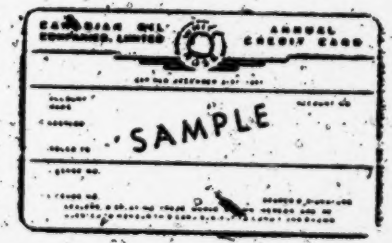
Shell Oil Company of Canada, Limited Annual and quarterly cards may be honored in the same manner as Shell Oil Company annual and quarterly cards.

Shell American Petroleum Company Cards may be honored only for petroleum products and anti-freeze delivered into the gasoline tank, crankcase, or radiator of the cardholder's vehicle and for washing and greasing service.

Union Oil Company of California Cards may be honored only for petroleum products and anti-freeze delivered into the gasoline tank, crankcase, or radiator of the cardholder's vehicle. They may also be honored for automobile accessories necessary to the operation of an automobile, lubricating, washing, and tire repair services, up to four tires and tubes, and batteries.

Canadian Oil Companies, Limited Cards may be honored only for petroleum products and anti-freeze delivered into the gasoline tank, crankcase, or radiator of the cardholder's vehicle. They may also be honored for lubricating and washing service, and for tires, tubes, and batteries.





Commission's Exhibit 238C-2

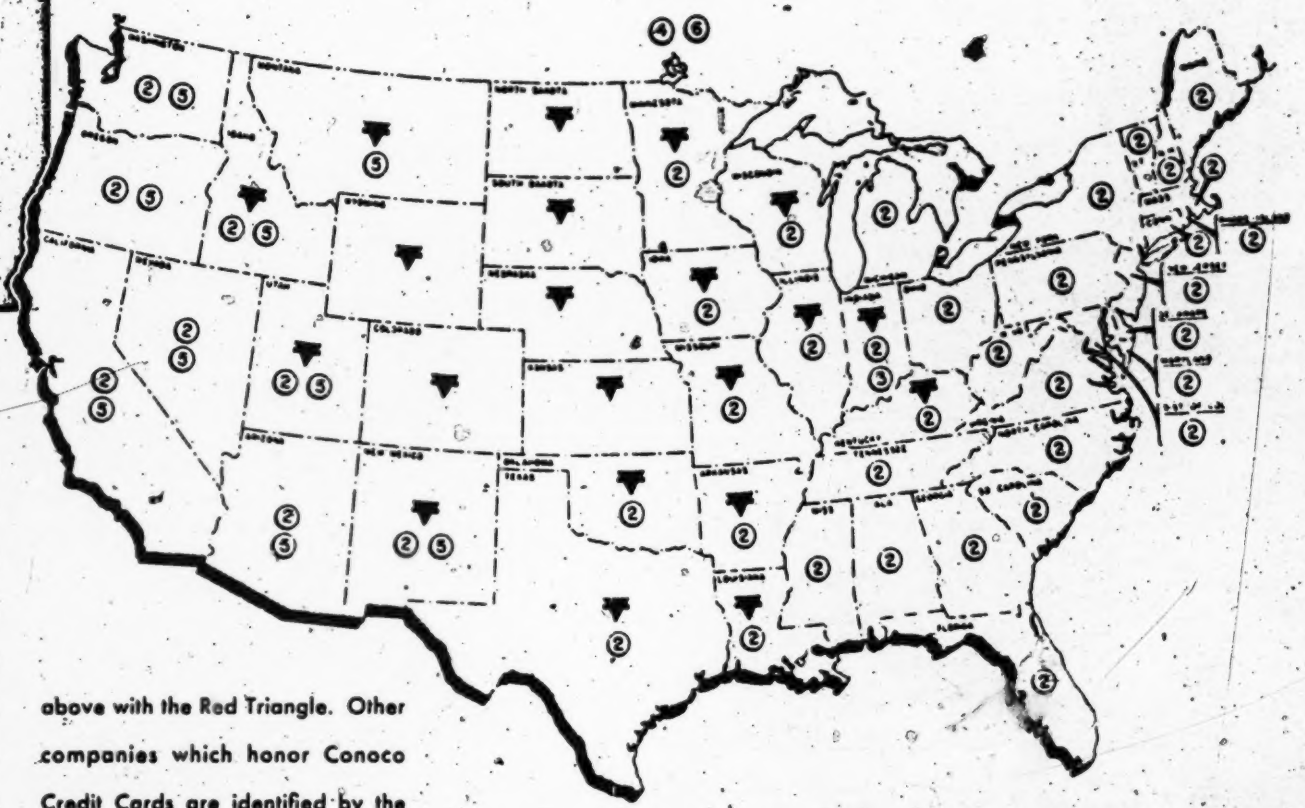
8718

JAX 326

Commission's Exhibit 234C-3

EXHIBIT K and EXHIBIT K-1

Where Conoco Credit Cards Are Honored And By Whom



Continental Oil Company has distribution in 21 states, although more complete in some states than in others. The above map is presented to show not only those states in which Conoco service is available, but also those states in which other companies honoring the Conoco Credit Card have distribution. States in which Continental has substantial distribution are marked above with the Red Triangle. Other companies which honor Conoco Credit Cards are identified by the following numbered symbols:

② SHELL OIL COMPANY

③ SHELL AMERICAN PETROLEUM CO.

④ SHELL OIL CO. OF CANADA, LTD.

⑤ UNION OIL CO. OF CALIFORNIA

⑥ CANADIAN OIL COMPANIES, LTD.

Limited Conoco Service in Some States Not Marked Above With Red Triangle

In Arizona, California, Nevada, Oregon, Washington, and at scattered points in some North Atlantic States and southeastern states, Conoco Super Motor Oil can frequently be purchased from dealers selling other brands of gasoline.

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THIS IS

THE NEW CONOCO

CREDIT CARD

It will be issued in replacing all expiring credit cards in 1952.

FEDERAL TRADE COMMISSION

DOCKET NO. 4415 COMPLAINT EXHIBIT NO. 234-D

(President's Courtesy Card Pictured Here)

234(d)

Effective at once, all Conoco credit cards may be honored prior to expiration date for the retail sale of petroleum products, anti-freeze, washing and greasing; also for Goodrich tires, tubes, batteries, and accessories which are necessary to car operation, only if mounted on customer's vehicle at time of sale but shall not be honored for general repairs, generators, starters, heaters, radios, spotlights, fog lights, and seat covers.

8347

Commission's Exhibit 234D

JAX 327

JAX 388

Commission's Exhibit 234E-1

EXHIBIT L

IMPORTANT NOTICE
TO
CONOCO MILEAGE MERCHANTS
WHO SELL
GOODRICH TIRES, TUBES, AND BATTERIES

Extended Payment Terms on Sales of Goodrich Tires, Tubes, and Batteries

Effective August 1, 1952, Continental Oil Company will accept assignment of invoices from Conoco Mileage Merchants covering the sale of B. F. Goodrich tires, tubes, and batteries to holders of valid unexpired Conoco President's Courtesy cards, subject to the conditions outlined below

NOTE. These extended terms do not apply to other customers and do not apply to sales of petroleum products, services, or any items other than Goodrich tires, Goodrich tubes, and Goodrich batteries.

CONDITIONS

(1) Applicable only on sales to holders of valid Conoco President's Courtesy Cards. Does not apply to holders of other companies' credit cards.

(2) Applicable only on sales by Conoco dealers of B. F. Goodrich tires, tubes, and batteries. Not good on petroleum products or other accessories.

(3) Extended payment terms for one, two, three or more items, which must be installed on customer's car at time of sale, are as follows:

Number of Items Purchased at One Time	Due and Payable from Date of Statement in:
One Item	All in 30 days
Two Items	½ in 30 days ½ in 60 days
Three or more items	⅓ in 30 days ⅓ in 60 days ⅓ in 90 days

One tire is one item; one tire and one tube is one item; one battery is one item.

(4) Items sold on extended terms must be listed on one invoice (Form 15-204-DBX 3) and no other products or accessories may be listed on the invoice. Write diagonally across the face of the invoice the words "Extended terms" in large letters.

Upon receipt in the division office, "extended terms" invoices will be processed to provide extended terms billings to your customers applicable to the number of items on the invoice. At the time of sale be sure to explain these terms to your customer. In no case should the extended payment terms be made for more than ninety (90) days. See paragraph (3) above.

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8352

FEDERAL TRADE COMMISSION
DOCKET NO. 8352 EXHIBIT NO. 234E

16

JAX 329

Commission's Exhibit 234E-2

EXHIBIT M

329

MILFAGE MERCHANTS' GUIDE

HOW TO HANDLE CREDIT SALES

Conoco Credit Checks and Credit Cards may be honored (prior to expiration date) for sale, in retail quantities only, of petroleum products, anti-freeze, washing and appendage; also for B. F. Goodrich tires, tubes, batteries, and accessories which are necessary to car operation, but only if mounted on customer's vehicle at time of sale, but shall not be honored for general repairs, garage, storage, heaters, radios, spotlights or [illegible].

Extended payment terms may be given only to holders of valid Conoco President's Courtesy Cards and Conoco Credit Checks, and only for the sale of B. F. Goodrich tires, tubes, and batteries. Extended terms are not good on other Companies' credit cards.

Extended payment terms for one, two, three, or more items, which must be installed on customer's car at time of sale, are as follows:

Number of Items Purchased at One Time	Due and Payable from Date of Statement in:
One Item	60 to 30 days
Two Items	½ in 30 days, ½ in 60 days
Three or more items	⅓ in 30 days, ⅓ in 60 days, ⅓ in 90 days

One tire & one tube, one tire and one tube in one item, one battery & one item.

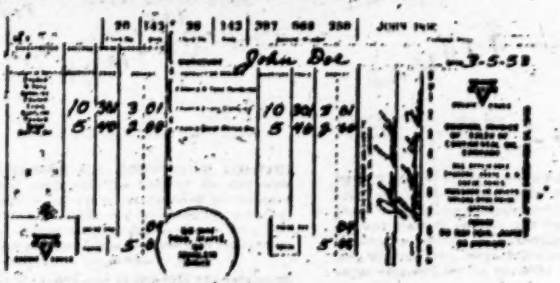
[illegible]

CONOCO CREDIT CHECKS

when credit check is used no other invoice is required

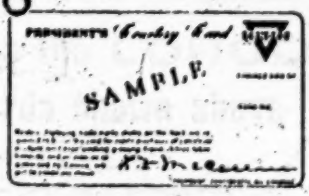
1. ENTER DATE AND DETAILS OF PURCHASE ON CHECK AND STUB.
2. OBTAIN AND VERIFY CUSTOMER'S AUTHORIZED SIGNATURE ON CHECK.
3. DETACH AND RETAIN CHECK.
4. RETURN BOOK TO CUSTOMER.
5. WRITE OR STAMP NAME OF STATION AND ADDRESS IN SPACE PROVIDED ON CHECK.

NOTE: SOME EXPRESSMEN WILL FILL OUT THE DETAILS OF PURCHASE AND SIGN CHECK WHEN THEY CALL IN OFFICE OFFICES. IN SUCH CASES IT WILL BE NECESSARY ONLY TO CHECK THE FIGURES FOR ACCURACY, VERIFY THE AUTHORIZED SIGNATURE, AND RETAIN CHECK.



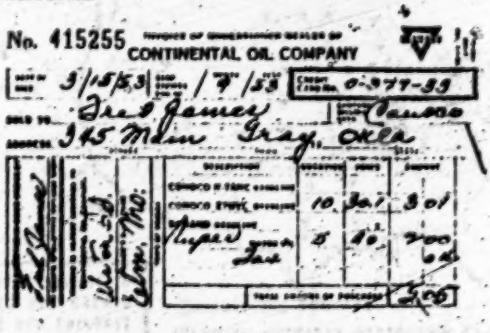
CONOCO CREDIT CARDS

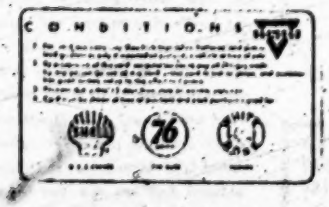
which expiration dated on credit cards



When credit cards are used, make invoice, being sure to fill out completely the following information in spaces provided.

- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]





you are requested to honor credit cards issued by

- SHELL OIL COMPANY
- SHELL OIL COMPANY OF CANADA, LIMITED
- SHELL SHERIDAN PETROLEUM COMPANY
- UNION OIL COMPANY OF CALIFORNIA
- CANADIAN OIL COMPANIES, LIMITED
- WESTCOTT OIL CORPORATION

[illegible]

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8353

JAX 330

Commission's Exhibit 234F

credit cards shown below may be honored for the sale of the products and services listed under each card

SHELL OIL COMPANY

SAMPLE

SHELL OIL COMPANY OF CANADA, LIMITED

SAMPLE

SHELL AMERICAN PETROLEUM CO.

PCK 4562

SAMPLE

SHELL OIL COMPANY and SHELL OIL COMPANY OF CANADA, LIMITED, credit cards may be honored for petroleum products delivered into the cardholder's motor vehicle; lubrication service, tire and battery service, car washing and polishing; tires, tubes, batteries, and automotive accessories, as authorized, when mounted on or attached to bearer's PASSENGER car.

SHELL AMERICAN PETROLEUM COMPANY credit cards may be honored for the purchase of petroleum products only and when delivered into the bearer's vehicle.

ANNUAL CARD

SAMPLE

Canadian Oil Companies

ANNUAL DEPOT CARD

1953

SAMPLE

WESTCOTT OIL CORPORATION

SAMPLE

UNION OIL COMPANY OF CALIFORNIA credit cards may be honored for petroleum products delivered into the gasoline tank or crankcase of the cardholder's motor vehicle; up to four tires (passenger size), battery, lubrication and battery service, and tire repairs. Tires may be mounted on and battery attached to vehicle at time of sale.

CANADIAN OIL COMPANIES, LIMITED, credit cards may be honored for petroleum products and anti-freeze delivered into bearer's automotive vehicle, and for lubrication, greasing, car washing and tire repairs; also for tires, batteries and automobile accessories, if mounted on or attached to car at time of sale.

THE CARD MAY NOT BE HONORED FOR REPAIRS OR ANY SHIPMENT OR STORAGE OR SERVICES EXCEPT AS SPECIFIED ABOVE.

WESTCOTT OIL CORPORATION credit cards may be honored for the retail purchase of petroleum products, anti-freeze, washing and greasing services, and the furnishing if mounted, or installed on cardholder's vehicle of tires of color, tires, tubes, batteries, and accessories necessary for the operation of the vehicle.

IMPORTANT NOTICE

Sales on budget terms or extended payments are NOT to be made on cards issued by other companies.

Government Identification Cards issued by other companies should NOT be honored, as invoices against the U. S. Government cannot be assigned for collection.

use the CONOCO invoice form for sales to holders of cards shown above

Continental Oil Company has distribution in 24 states, although more complete in some states than in others. The map at right shows not only those states in which Conoco service is available, but also those states in which other companies honoring the Conoco Credit Card have distribution. States in which Continental has substantial distribution are marked with the Red Triangle. Other companies which honor Conoco Credit Cards and Credit Checks are identified by the numbered symbols shown on the map.

LIMITED CONOCO SERVICE IN SOME STATES NOT MARKED ABOVE WITH RED TRIANGLE

In Arizona, California, Florida, Oregon, Washington, and in scattered points in some North Atlantic States and southeastern states, Conoco Super Motor Oil can be purchased from many dealers selling other brands of gasoline.

8354

JAX 331

Commission's Exhibit 234H

EXHIBIT O

IMPORTANT NOTICE TO CONOCO RETAILERS OF B. F. GOODRICH PRODUCTS
NEW EXTENDED PAYMENT TERMS

Effective March 15, 1955, Continental Oil Company will accept credit checks or invoices from Conoco dealers covering sales of tires, tubes, batteries, and accessories necessary to car operation on new extended payment terms subject to the following conditions:

1. Applicable only on sales to holders of valid Conoco Credit Checks and Conoco President's Courtesy Cards, where desired and requested by customers.

2. Applicable only on sales by Conoco dealers of new B. F. Goodrich tires, tubes, batteries, and accessories which are necessary to car operation and only if mounted on the customer's vehicle at time of sale.

3. Extended payment terms will not apply on generators, starters, heaters, radios, spot lights, fog lights, or general car repairs.

4. Extended payment terms will not be applicable on gasoline motor oil, car service work, or other petroleum products.

5. The minimum sale for extended payment terms is $30.

6. Sales from $30 to $50 (net after trade-in or other allowances) are to be paid in three equal monthly installments.

7. Net purchases of $50 or more are to be paid in six equal monthly installments. Both the 3-month and 6-month plans may be paid in shorter periods if the customer desires.

8. There is no down payment or service charge for the extended payment plan.

9. To facilitate invoicing and accounting, all B. F. Goodrich tires, tubes, batteries, and accessories sold on extended payment terms shall be listed on one invoice and nothing else listed thereon.

10. Write in large letters across the face of the credit check or invoice either "EXTENDED TERMS - 3 MONTHS" or "EXTENDED TERMS - 6 MONTHS."

These extended term credit checks and invoices will be processed to provide for extended term billing applicable to the number of months involved in payment. At the time of the sale, be sure to explain these terms to your customer. In no case should the extended payment terms be made for more than 6 months (see paragraph 7 above).

These extended payment terms, when desired or requested by customer, may be granted to holders of valid Westcott Oil Corporation and Shell Oil Company credit cards under same conditions outlined above. (Note: This arrangement does not apply on credit card exchanges with Shell American Petroleum Company, Shell Oil Company of Canada, Union Oil Company, or Canadian Oil Companies.)

FEDERAL TRADE COMMISSION
DOCKET NO. 6985 EXHIBIT 234H

CONTINENTAL OIL COMPANY

167 8369 234(h)

JAX 332

Commission's Exhibit 2341-1

CONOCO DEALERS' GUIDE

HOW TO HANDLE CREDIT SALES

Conoco Credit Checks and Credit Cards may be honored prior to expiration date for sale, in retail quantities only, of petroleum products, antifreeze, washing and greasing [illegible] for U. S. Goodrich tires, tubes, batteries, and accessories which are necessary to our operation, but only if [illegible] on customer's vehicle at time of sale, but shall not be honored for general repairs, guarantees, checkers, heaters, radios, spotlights or hydraulic.

Extended payment forms may be given only to holders of the following cards or checks:

1. Conoco Credit Checks.
2. Conoco President's Courtesy Cards.
3. Shell Oil Company Credit Cards.*
4. Western Oil Corporation President's Courtesy Cards.

Extended Payment Forms Conditions

1. Applicable only on sales by Conoco dealers of new U. S. Goodrich tires, tubes, batteries, and accessories which are necessary to our operation and only if connected on the customer's vehicle at time of sale.
2. The minimum sale for extended payment forms is $30.
3. When approved by customer the following terms may be granted:
   A. Sales from $30 to $50 plus other charges or other differentials are to be paid in three (3) equal monthly installments.
   B. Net purchases of $50 or more are to be paid on an 18 equal monthly installments. Both the 3 month and 6 month plans may be paid in shorter periods if desired.
4. There is no down payment or service charge for the extended payment plan.

WHEN SALES OF U. S. GOODRICH TIRES, TUBES, BATTERIES, AND ACCESSORIES ARE MADE ON EXTENDED PAYMENT TERMS, DEALER MUST WRITE EITHER "EXTENDED TERMS — 3 MONTHS" OR "EXTENDED TERMS — 6 MONTHS" ON SALES SLIPS ORIGINALLY

*Extended payment forms are not to be made on checks issued by Shell Oil Company of Canada and Shell American Petroleum Company.

ACROSS THE FACE OF THE REVERSE OR CREDIT CHECK, THIS INVOICE OR CHECK SHALL BE USED FOR "EXTENDED PAYMENT" SALES. CHECK SALES ON INVOICE SHOULD NOT BE MADE ON THE SAME INVOICE OR CHECK.

CONOCO CREDIT CHECKS

when credit check is used no other invoice is required

- ENTER DATE AND DETAILS OF PURCHASE ON CHECK AND STUB.
- OBTAIN AND VERIFY CUSTOMER'S AUTHORIZED SIGNATURE ON CHECK.
- DETACH AND RETAIN CHECK.
- RETURN BOOK TO CUSTOMER.
- WRITE OR STAMP NAME OF STATION AND ADDRESS IN SPACE PROVIDED ON CHECK.

20 143 20 143 397 068 250 JOHN DOE

John Doe 7/10/51

10 gal. 301 10 gal. 301

5 qts. 995 5 qts. 995

John Smith
Anytown, Texas

.95 .95

5.21 5.21

NORTH SIDE OWNERS USE THE CHECK FOR DETAILS OF PURCHASE AND SIGN CHECK WHEN THERE CAN BE GOOD SERVICE. IN SUCH CASES IT WILL BE NECESSARY ONLY TO CHECK THE SIGNED FOR ACCURACY, VERIFY THE AUTHORIZED SIGNATURE, AND RETAIN CHECK

DO NOT PUNCH, STAPLE OR MUTILATE

CONOCO CREDIT CARDS

watch expiration dates on credit cards

When credit cards are used, make invoice, being sure to fill out completely the following information in spaces provided.

- ENTER DATE.
- ENTER DATE CARD EXPIRES.
- ENTER COMPLETE CREDIT CARD NUMBER.
- ENTER COMPANY ISSUED CARD.
- ENTER FULL NAME AND ADDRESS OF CUSTOMER, AS SHOWN ON CARD.
- ENTER DETAILS OF PURCHASE — QUANTITIES, PRICES, AMOUNTS, AND TOTAL.
- BE SURE TO MAKE CORRECTIONS ON INVOICE.
- WRITE OR STAMP CUSTOMER'S NAME AND LOCATION.
- GIVE CUSTOMER PROPER COPY OF INVOICE.

PRESIDENT'S Courtesy Card

SAMPLE

CONDITIONS

SHELL 76 WHITE ROSE

CREDIT CARD NUMBER 310 — 377 — 990

DEALER INVOICE

STATION Anytown Oklahoma

Conoco

COMPANY ISSUED CARD

7 — 51

EXPIRATION DATE

INVOICE DATE 7-1-51

PRODUCT OR SERVICE	QUANTITY	PRICE	AMOUNT
GOODS DISPLAYED	10	30.1	3.01
GOODS NOT DISPLAYED	5	.45	2.25
GOODS NOT DISPLAYED			
GOODS EXCHANGED			
	SALES TAX		.05
	TOTAL		5.31

SOLD TO Fred James

ADDRESS 540 Main

CITY AND STATE Anytown, Texas

X Fred James

SIGNATURE

SOLD BY Smith Conoco S.S.

CITY AND STATE Anytown, Okla.

DO NOT PUNCH, STAPLE OR MUTILATE

FEDERAL TRADE COMMISSION

DOCKET NO. [illegible] EXHIBIT NO. [illegible]

you are requested to honor credit cards issued by

SHELL OIL COMPANY
SHELL OIL COMPANY OF CANADA, LIMITED
SHELL AMERICAN PETROLEUM COMPANY

UNION OIL COMPANY OF CALIFORNIA
CANADIAN OIL COMPANIES, LIMITED
WESTCOTT OIL CORPORATION

Exhibit P 168

8371

JAX 233

Commission's Exhibit 2341-2

credit cards shown below may be honored for the sale of the products and services listed under each card

SHELL OIL COMPANY

SAMPLE

EXPIRES JANUARY 31, 19[illegible]

SHELL OIL COMPANY OF CANADA, LIMITED

SAMPLE

EXPIRES JANUARY 31, 19[illegible]

SHELL AMERICAN PETROLEUM CO.

SAMPLE

EXPIRES SEPTEMBER 30, 19[illegible]

SHELL OIL COMPANY and SHELL OIL COMPANY OF CANADA, LIMITED, credit cards may be honored for petroleum products delivered into the cardholder's motor vehicle, lubrication service, tire and battery service, car washing and polishing; tires, tubes, batteries, and automotive accessories, as authorized, when mounted on or attached to bearer's PASSENGER car.

SHELL AMERICAN PETROLEUM COMPANY credit cards may be honored for the purchase of petroleum products only and when delivered into the bearer's vehicle.

Union Oil Company of California

SAMPLE

UNION OIL COMPANY OF CALIFORNIA credit cards may be honored for petroleum products delivered into the gasoline tank or crankcase of the cardholder's motor vehicle; up to four test (passenger size), battery, lubrication and battery service, and tire repairs. Tires must be mounted on and battery attached to vehicle at time of sale.

CANADIAN OIL COMPANIES, LIMITED Charge-O-Plates may be honored for petroleum products and anti-freeze delivered into bearer's automotive vehicle, and for lubrication, greasing, car washing and tire repairs; also for tires, batteries and automobile accessories, if mounted on or attached to car at time of sale.

THIS CHARGE-O-PLATE MAY NOT BE HONORED FOR REPAIRS OF ANY NATURE ON VEHICLES ON SERVICE LEAGUE AS SPECIFIED ABOVE.

PRESIDENT'S COURTESY CARD

SAMPLE

Westcott

WESTCOTT OIL CORPORATION credit cards may be honored for the retail purchase of petroleum products, car washing, washing and greasing services, and the following if mounted or installed on cardholder's vehicle at time of sale: Tires, tubes, batteries, and accessories necessary for the operation of the car.

IMPORTANT NOTICE

Extended payment terms are NOT to be made on cards or checks issued by Shell Oil Company of Canada, Shell American Petroleum Company, Union Oil Company, or Charge O-Plates issued by Canadian Oil Companies.

Government Identification Cards issued by other companies should NOT be honored, as invoices against the U. S. Government cannot be assigned for collection.

use the CONOCO invoice form for sales to holders of cards shown above

Continental Oil Company has distribution in 27 states, although more complete in some states than in others. The map at right shows not only those states in which Conoco service is available, but also those states in which other companies honoring Conoco Credit Checks and Cards have distribution. States in which Continental has substantial distribution are marked with the Red Triangle. Other companies which honor Conoco Credit Checks and Cards are identified by the numbered symbols shown on the map.

WHERE CONOCO CREDIT CHECKS AND CREDIT CARDS ARE HONORED AND BY WHOM

LIMITED CONOCO SERVICE IN SOME STATES NOT MARKED ABOVE WITH RED TRIANGLE

In Arizona, California, Nevada, and at scattered points in some North Atlantic States and southeastern states, Conoco Credit Checks do not be purchased from many dealers selling other brands of gasoline.

(2) SHELL OIL COMPANY

(3) SHELL AMERICAN PETROLEUM CO.

(4) SHELL OIL CO. OF CANADA, LTD.

(5) UNION OIL CO. OF CALIFORNIA

(6) CANADIAN OIL COMPANIES, LTD.

JAX 334

Commission's Exhibit 234J

EXHIBIT Q

COPY

Houston, Texas
July 24, 1956

TO: Regional Managers of Marketing
Division Managers
Division Credit Managers

SUBJECT: SALES COMMISSION ARRANGEMENT - FIRESTONE TIRE AND RUBBER COMPANY

As you have been advised the Firestone Tire and Rubber Company has become an additional endorsed supplier of T. B. A. to Conoco accounts.

Effective at once you are authorized to accept by assignment from lessees and dealers invoices covering sales of Firestone tires, tubes, batteries, and accessories which are necessary to car operation, to holders of valid credit identification.

The regular extended terms outlined in the Conoco Dealers' Guide will apply also to Firestone tires, tubes, batteries and accessories.

The Conoco Dealers' Guide, credit check book covers and credit cards will be revised at an early date to include reference to Firestone T. B. A. items.

E. B. Peterson
General Credit Manager

EBP-SD

Carbon copies to:

EAW ECW LES JHS

JJD RES EFS

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 234J

234(J)

170 64

8373

8374

64

JAX 335

Commission's Exhibit 238A

Continental File

CONTINENTAL OIL COMPANY

Ponca City, Oklahoma
January 31, 1952

TO: All Division Managers

SUBJECT: THE MARKETING OF TIRES, BATTERIES, AND ACCESSORIES THROUGH CONTINENTAL'S SALES OUTLETS

After five months of investigating the activities and preferences of our dealers in the selling of T.B.A. merchandise and exploring the relative merits of what the different suppliers had to offer, it has been decided that Continental will enter the marketing of T.B.A. merchandise on a commission-override basis with The B. F. Goodrich Company as their supplier.

There are several good reasons for adopting the commission-override basis instead of selling Conoco branded items:

1. It will give us an opportunity to have our field selling force, now inexperienced in the marketing of T.B.A. items, educated by a supplier well qualified to perform that function.

2. It will avoid the necessity of setting up warehousing and distribution facilities and, of course, detailed accounting procedures.

3. We would have no investment in stocks of tires, batteries, or accessories.

The reasons for selecting The B. F. Goodrich Company as our supplier are largely as follows:

1. They are one of the oldest and best established companies in the rubber industry, and their operations are international in scope.

2. Their products are second to none in the industry in quality and workmanship.

FEDERAL TRADE COMMISSION
[illegible] 238A
[illegible]
[illegible]
181 [illegible] 75 238 8360

JAX 336

Commission's Exhibit 238B

All Division Managers
Page 2

3. They have had a wealth of experience in working with petroleum companies.

4. If some time in the future we should decide it would be to our advantage to market our own Conoco brand tire, we could have Goodrich manufacture it for us without having to change suppliers.

Our T.B.A. Headquarters staff and field organization will be set up as quickly as possible and, when that is accomplished, the entire T.B.A. sales program will be brought to you through a series of field meetings. However, you should inform all your field representatives of this decision as soon as possible so that when new lessees are selected or new dealers secured, every possible effort may be made to start them off on the Goodrich line of tires, batteries, and accessories.

As the selection of The B. F. Goodrich Company as a supplier was the recommendation of the Marketing Department staff, including all regional managers, and as the top management of the company approved this recommendation, we are looking forward to an enthusiastic, hard-hitting, and profitable sales program for the Continental Oil Company.

J. H. Snyder

J. H. SNYDER
Assistant General
Sales Manager

JHS-NB
Copies to:
MJK-JLM-OBL-CRA-GHS-JUL
AWT-CAP-JRC-HAB-JAL-SJL
EAM-EFS-GJW-JWF-LRK-SDB
FCV-GHL-WAM-CFW-RF -CLB
File

COMMISSION
EXHIBIT 238B

8391

JAX 337

Commission's Exhibit 239A

CONTINENTAL OIL COMPANY

FEDERAL TRADE COMMISSION
DOCKET 6485 FILE 23/A
IN THE MATTER OF B.F. Goodrich Co., et al
DATE 10/2/52 WITNESS —
ALDERSON REPORTING CO., Official Reporters
By Gaza

Ponca City, Oklahoma
March 12, 1952

TO: All Division Managers

SUBJECT: T.B.A. PROGRAM PLANS

As you know, the Continental Oil Company made an agreement with The B. F. Goodrich Company as of February 1st for the selling of Goodrich tires, batteries, and accessories through Continental Oil Company's outlets on a commission basis. Since that time, a lot has been accomplished toward the launching of the program. We feel it would be helpful for you to know its present status and our plans for carrying it through.

(1) Approval has been given to the organization setup consisting of a T.B.A. Manager, two assistants, two clerks, and a secretary for the Ponca City headquarters staff and one T.B.A. man for each of the ten divisions with the status of an ADM.

Mr. J. J. Nemeth who has been the Oklahoma City Division Manager has been appointed as the Manager of T.B.A. Sales, headquartering in Ponca City.

He would like to have your nominations for the ADM assignments as quickly as possible. Please weigh these selections carefully, as in some cases it may be desirable to assign to the T.B.A. promotional activity a man who is already an ADM and who would then be replaced in his present assignment. In others, the T.B.A. man would be one promoted to that position. It goes without saying that the success of this activity will depend on the type of personnel selected.

(2) As soon as the ten field T.B.A. men and the Ponca City staff are selected, it is planned to give the entire group an intensive week's training, partially at the B.F.G. factory at Miami, Oklahoma, and partially at Ponca City where training facilities will be set up.

183. 77 13964 3

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JAN. 338

Commission's Exhibit 239B

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All Division Managers
Page 2

(3) Following this training program, a team composed of B.F.G. sales executives plus Continental T.B.A. staff members will proceed on a series of one-day meetings in each of our divisions. All division sales personnel will be included in these meetings. The meetings will serve:

(a) To acquaint all Conoco divisional sales and operating personnel with The B. F. Goodrich Company and its products, the plan of procedure, and product information.

(b) To provide an opportunity for the Continental selling personnel to meet informally and get acquainted with the local Goodrich people in each division.

(4) A request to all division managers for a list of Conoco accounts that are now handling B.F.G. products or who may be considered as good immediate prospects was sent some time ago. So far we have received lists from seven divisions and are awaiting responses from the others. These will be submitted to the B. F. G. Company and commissions will be paid on the business now passing through them, effective with the date of our contract.

(5) Consideration will be given to various alternatives on station identification which Goodrich provides, no charge. Regional and division managers will have a voice in determining what is adequate and proper identification for our various types of company-owned stations. We have provided B.F.G. with pictures of the various types now in operation. It is not believed that a uniform plan of identification is essential for all regions.

As soon as this is decided in general terms, the B.F.G. Company will start their station identification crews on the assignment. It is the B.F.G. Company's policy to have Continental make the decision as to the extent and types of identification desired for each station.

Standardization of dealer identification is not contemplated in view of the fact that those Conoco dealers that are presently selling B.F.G. products are probably identified adequately, and those that take on the line will have their own ideas as to what identification they desire.

As of the present, B.F.G. sales personnel has been encouraged to solicit Conoco accounts. However, no arrangements

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339

for the training of Continental field personnel should be made until our initial meeting has been held in each division launching the whole T.B.A. project.

(6) As soon as possible, we plan to launch our intercompany publicity and announcement covering products, personnel, station identification, and other pertinent information regarding the program in the Conoco Triangle and The Conocean.

(7) Steps are being taken to revise our present credit card to include the purchase of Goodrich tires, batteries, and accessories as a regular Conoco service; and an envelope stuffer is being prepared to be included in statements to all present credit card holders acquainting them with this new service.

(8) An outline of the procedures to be followed in the handling of different types of accounts such as lessees, dealers, jobbers, wholesale distributors, and commission agents is being prepared. The last mentioned category will require careful consideration before we can outline a policy to cover commission agents and their outlets. In the meantime, we have asked the B.F.G. Company not to approach or solicit any of our commission agents until our policy is crystallized.

(9) The B.F.G. Company is instituting a Pre-Memorial Day merchandising campaign which will be available to all Conoco dealers handling the Goodrich line. It will be promoted entirely by the B.F.G. local sales force and will not involve our own men at this early date. Several appropriate "leaders" have been designated as "customer getters" to stimulate tire (as well as petroleum product) sales prior to the holiday. Also, there will be included an opportunity for the dealer to partake in a local direct mail campaign, the details of which will be furnished by the B.F.G. Company.

They have been authorized to proceed with this campaign, and our Advertising Department will contribute appropriate Conoco copy to be included in the various pieces.

(10) We are all quite pleased in the appointment of Mr. H. A. (Hack) Cunningham of The B. F. Goodrich Company as the special representative for the Continental Oil Company account. Hack to date has been handling the Texas Company account, was born in Roxton, Texas, literally "grew up" in the rubber industry, and was a fighter pilot in the Air Force of the U. S. Navy with the rank of Lieut. Commander. He will devote 100 per cent of

JAX 340

Commission's Exhibit 239D

All Division Managers
Page 4

his time to Continental. He knows the rubber industry, many of Continental's people, and we know he will be most helpful in our new venture.

J. H. SNYDER
Assistant General
Sales Manager

JHS-NB

239(d) 8093

186 80

JAX 341

Commission's Exhibit 240A

CONTINENTAL OIL COMPANY

FEDERAL TRADE COMMISSION
DOCKET NO. 6175 COMMISSION EXHIBIT NO. 240A
WITNESS OF B. F. Goodrich Co. et al
10/3/57 WITNESS
ACE REPORTING CO., Official Reporter
By

Ponca City, Oklahoma
April 15, 1952

TO: Regional Managers of Marketing
Division Managers of Marketing

SUBJECT: MARKETING DIVISION OFFICE T.B.A. PROCEDURES

The following list of forms and reports will be required in the handling of T.B.A. business.

1. Goodrich Form 1325 - Notification of Oil Company Dealer Change
2. Continental Form 15-380-PA - Notification of Dealer Change
3. Continental Form 15-381X7 - Report of T.B.A. Sales
4. Report No. R-1-Var-459 - List of Inactive Accounts
5. Report No. R-1-Var-460 - Report of T.B.A. Income

Form 1325. This form will be furnished by the B. F. Goodrich Company and is to be distributed to each district sales representative. The form will be prepared in duplicate by the district sales representative, the original copy to be forwarded to the division office and the copy retained by him until his copy of form 15-380-PA

is received from the division office which shows acceptance or rejection by the B. F. Goodrich Company.

Form 15-380-PA. Upon receipt of form 1325 in the division office, they shall transcribe the information to form 15-380-PA which shall be prepared in five copies. All five copies of this form shall be forwarded to the B. F. Goodrich Company office designated by them. After approval or rejection, the number one and number two copies shall be returned to the division office. Upon receipt of these copies in the division office, the original, if approved, will become the ledger copy; and the duplicate shall be forwarded to the district sales representative. At this time the division office shall destroy the original copy of form 1325 received from the district sales representative, and the district sales representative shall destroy his copy of form 1325 upon receipt of the approved copy of form 15-380.

If the notification form shows rejection by the B. F. Goodrich Company, the original shall be filed in a "rejection file" and the copy forwarded to the district sales representative as notification of the rejection.

The division office shall file their approved copies in a binder, divided by the B. F. Goodrich Company district offices and then further subdivided by district

sales representatives' districts.

On the reverse side of the number one and number two copies, provision has been made for posting, to the nearest dollar value (no cents), the amount of purchases under four headings, i.e., "Tires and Tubes, Batteries, Accessories, and Total," for the current month and cumulative for the current year. Space is provided for two full years of postings.

Form 15-381-X-7. This form is provided for the purpose of furnishing the B. F. Goodrich Company's designated district offices a listing of approved accounts and shall be prepared from the ledger copies of form 15-380. A separate listing shall be prepared for each district sales representative's territory within each B. F. Goodrich Company's designated district office area and further separated by B. F. Goodrich's T.B.A. supply points. When an account is listed for the first time, it should be identified with an asterisk. This form is to be prepared in seven copies, the first six of which will be forwarded to the B. F. Goodrich Company division operating points on or before the 25th of each month. The B. F. Goodrich Company will fill in the money value of their sales for each account listed under each column provided on the form namely, "Tires and Tubes, Batteries, and Accessories." The B. F. Goodrich Company

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will retain the second and third copies and will then return the other four copies to the division office with their credit memorandums and check by the 12th of the following month.

The disposition of the four copies returned by the B. F. Goodrich Company shall be as follows:

Original - Division Office
Fourth Copy - Manager, T.B.A. Sales
Fifth Copy - Regional Manager of Marketing
Sixth Copy - District Sales Representative

The seventh copy, which was retained by the division office, shall be destroyed, as it will be replaced by the original.

When the reverse side of form 15-380 ledger copies have been completely filled in showing two years' postings, it will be necessary to replace them with another form. This shall be done by typing another set, the original being placed in the ledger and a copy forwarded to the district sales representative. The approved copy which was removed from the ledger shall be placed in a special file of approved accounts and retained for as long as the dealer is an approved B. F. Goodrich Company account. The district sales representative shall place his new copy in his active accounts file and shall retain the old copy only for as long as the purchase information is of value to him.

Report 1-Ver-459. A monthly report in letter form to the manager, T.B.A. sales, No. R-1-Ver-459, shall be prepared and furnished immediately following the receipt of form 15-381 from the B. F. Goodrich Company, listing the accounts which have been inactive for a period of three months or longer and showing the letters D, L, J, or C for each account. Copies of this report shall be furnished to the regional manager of marketing and the assistant division manager of T.B.A. sales. The listing shall be prepared by district sales representatives' territories and shall show the name and location of each inactive account.

Report 1-Ver-460, Report of T.B.A. Income. The B. F. Goodrich Company shall prepare a credit memorandum each month for each B. F. Goodrich Company district having territory falling within each of our divisions. Credit memorandums shall show the commissions separately between "Tires and Tubes, Batteries, and Accessories;" and a B. F. Goodrich Company check will accompany the credit memorandums to each division office. The B. F. Goodrich Company is being requested to send a copy of each credit memorandum to the Marketing Accounting Division at Ponca City.

Accounting instructions will be issued in a letter by the Marketing Accounting Division, Controller's Department.

The district sales representative shall promptly

issue and forward to the division office without delay form 1325 in all cases where a new account is opened, an account is canceled, or a change in the dealer is made. The division office should handle promptly the preparation of form 15-380 and forward it to the B. F. Goodrich Company's office in order to secure their approval or to adjust their records as soon as possible.

Each division office should secure and keep an up-to-date description of the B. F. Goodrich Company's district areas in order that new accounts can be placed on the proper listings, form 15-381.

J. J. Kenneth
Manager, T.B.A. Sales

JJN-CG
Copies to:
GTB-LET-RES

192 GAP — 2446 / 2 8111

JAX 347

Commission's Exhibit 242A

CONTINENTAL OIL COMPANY

Ponca City, Oklahoma
July 22, 1952

TO: Regional Managers of Marketing
Division Managers of Marketing

SUBJECT: EXTENDED PAYMENT TERMS FOR TIRES AND BATTERIES

On August 1, 1952, Continental Oil Company will put into effect extended payment terms applicable to credit sales of B. F. Goodrich tires, tubes, and batteries made to holders of valid unexpired President's Courtesy Cards. Each Conoco dealer who sells B. F. Goodrich tires will be informed of this plan by a notice giving his conditions and procedures to be followed in making extended payment term sales. As soon as this notice can be printed, copies will be sent to each division for mailing to those dealers who are eligible to participate. Extra copies will be supplied to take care of those Conoco dealers who start selling the B. F. Goodrich line after August 1, 1952.

Holders of President's Courtesy Cards will be informed by envelope stuffer, to be included with their first statement after receipt of the stuffers. A supply will be sent you as soon as they are printed.

Mr. R. F. Simmons will advise each division on accounting procedures.

Conditions under which extended payment terms may be given are as follows:

(1) Applicable only on sales to holders of valid Conoco President's Cards. Does not apply to holders of other companies' credit cards.

(2) Applicable only on sales by Conoco dealers of B. F. Goodrich tires, tubes, and batteries. Not good on petroleum products or other accessories.

FEDERAL TRADE COMMISSION
DOCKET NO. 4785 EXHIBIT 242A
IN THE MATTER OF B. F. Goodrich Co., et al
DATE 4/3/57
ACTING EXAMINER
Stam

103 17

242 (4) 8443/

JAX 348

Commission's Exhibit 242B

Circular Letter
Page 2

(3) Extended payment terms for one, two, three or more items, which must be installed on customer's car at time of sale, are as follows:

Number of Items Purchased at One Time	Due and Payable from Date of Statement in:
One item	All in 30 days
Two items	1/2 in 30 days 1/2 in 60 days
Three or more items	1/3 in 30 days 1/3 in 60 days 1/3 in 90 days

One tire is one item; one tire and one tube is one item; one battery is one item.

To facilitate accounting and invoicing, all B. F. Goodrich tires, tubes, and batteries sold at extended terms shall be listed on one invoice (Form 15-334 BBX 3) and nothing else listed thereon.

Dealer must write "Extended terms" in large letters diagonally across face of invoice. Upon receipt in division office, "extended term" invoices will be processed to provide for extended term billing applicable to the number of items on the invoice.

Petroleum products, greasing, and other services, and all T.B.A. items sold at regular terms (but not extended payment terms) may be listed together on one invoice, but no items on which extended terms are given should be included on that invoice.

These extended payment terms have been recommended by Mr. Nemeth and Mr. Snyder to put our dealers in a competitive position with those of other companies who have similar plans for deferred payment on tires and batteries.

J. J. Flynn
Director
Sales Administration

JJF-HW
Copies to
HJK JLW OBL JAL OLF CRA
GMS AMT MHH GJW SDB ECW
LRK JHS GHL WAK HPB CPW
JJN RLB EBP GTB RES LET
CLB File

190 185 242B 157

JAX 349

Commission's Exhibit 243

IMPORTANT NOTICE

TO

CONOCO MILEAGE MERCHANTS

WHO SELL

GOODRICH TIRES, TUBES, AND BATTERIES

Extended Payment Terms on Sales of Goodrich Tires, Tubes, and Batteries

Effective August 1, 1952, Continental Oil Company will accept assignment of invoices from Conoco Mileage Merchants covering the sale of B. F. Goodrich tires, tubes, and batteries to holders of valid unexpired Conoco President's Courtesy cards, subject to the conditions outlined below.

NOTE: These extended terms do not apply to other customers and do not apply to sales of petroleum products, services, or any items other than Goodrich tires, Goodrich tubes, and Goodrich batteries.

CONDITIONS

(1) Applicable only on sales to holders of valid Conoco President's Courtesy Cards. Does not apply to holders of other companies' credit cards.

(2) Applicable only on sales by Conoco dealers of B. F. Goodrich tires, tubes, and batteries. Not good on petroleum products or other accessories.

(3) Extended payment terms for one, two, three or more items, which must be installed on customer's car at time of sale, are as follows:

Number of Items Purchased at One Time	Due and Payable from Date of Statement in:
One item	All in 30 days
Two items	½ in 30 days ½ in 60 days
Three or more items	⅓ in 30 days ⅓ in 60 days ⅓ in 90 days

One tire is one item; one tire and one tube is one item; one battery is one item.

(4) Items sold on extended terms must be listed on one invoice (Form 15-334-BBX 3) and no other products or accessories may be listed on the invoice. Write diagonally across the face of the invoice the words "*Extended terms*" in large letters.

Upon receipt in the division office, "extended terms" invoices will be processed to provide extended terms billings to your customers applicable to the number of items on the invoice. At the time of sale be sure to explain these terms to your customer. In no case should the extended payment terms be made for more than ninety (90) days. See paragraph (3) above.

195-

16

JAX 350

Commission's Exhibit 244

Entered with Jury Statements

IMPORTANT NOTICE

TO

HOLDERS OF CONOCO PRESIDENT'S COURTESY CARDS

On and after August 1, 1952, Conoco President's Courtesy cards may be used to purchase from Conoco Mileage Merchants B. F. Goodrich tires, tubes, and batteries on extended payment terms.

We invite you to see your Conoco Mileage Merchant before you buy tires, tubes, or batteries. Let him make your driving safe with B. F. Goodrich tires, tubes, and batteries. If you wish to take advantage of our convenient terms for extended payments, he will be glad to arrange this for you.

CONTINENTAL OIL COMPANY 8419

244

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION'S EXHIBIT 244
IN THE MATTER OF B.F. Goodrich Co., et al.
DATE 11/7/57 KIND OF —
AGE ELIZABETH SEAL, Official Reporter
By Gam

1-96 90

JAX 351

Commission's Exhibit 245

CONTINENTAL OIL COMPANY

Ponca City, Oklahoma
September 22, 1952

TO: Regional Managers of Marketing

SUBJECT: T.B.A. SALES

During August our sights were set on a volume of $500,000. We missed, but this job will be done in 1952.

There is a wide difference between regions on sales of T.B.A. per 1,000 gallons gasoline sold.

If there are any points in your region where you believe the division and BMO are not functioning as they should, please call it to our attention so that we can attempt to work out some solution.

J. J. Nemeth
Manager, T.B.A. Sales

JJN-NB
Enc

FEDERAL TRADE COMMISSION
DOCKET NO. 6185 EXHIBIT NO. 245
IN THE MATTER OF B. F. Goodrich Co. et al
DATE 11/2/57 WITNESS
ACE REPORTING CO., Official Reporter
By Gaw

245 8122/6

JAX 352.

Commission's Exhibit 246

B. F. GOODRICH APPROVED ACCOUNTS

AUGUST 1952

Division	Number of Company Stations	Lessees	Dealers	Agents	Jobbers	Total
Albuquerque	54	43	135	12	5	195
Butte	68	52	43	4	3	102
Chicago	92	46	33	-	16	95
Denver	192	182	62	8	3	255
Fort Worth	62	58	253	14	2	327
Houston	74	63	197	10	10	280
Kansas City	178	125	53	3	22	203
Lincoln	139	137	124	2	50	313
Oklahoma City	133	92	213	17	19	341
Salt Lake	89	83	59	6	1	149
As of August 31, 1952	1,081	881	1,172	76	131	2,260
As of July 31, 1952		789	759	61	106	1,715
August Net Gain		92	413	15	25	545

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 246
IN THE MATTER OF B. F. Goodrich Co., et al.
DATE 11/7/57 WITNESS
Official Reporter

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9-18-52

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T.B.A. SALES

REGIONAL SALES FOR AUGUST 1952 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL			
	Sales	Comm.	Sales	Comm.	Sales	Comm.	Sales	Comm.	%	Sales Per 1,000 Gallons Gasoline
AUGUST										
Central	$ 91,674	$ 7,384	$ 10,653	$ 894	$ 9,685	$ 890	$ 112,012	$ 9,168	8.2	$ 7.15
Southern	43,175	3,329	4,248	341	1,576	127	48,999	3,797	7.7	8.44
Southwestern	63,309	5,510	6,389	526	4,795	395	74,493	6,431	8.6	7.58
Northern	70,272	5,542	3,055	276	4,255	373	77,582	6,191	8.0	3.98
Rocky Mountain	113,787	9,617	8,918	745	10,678	849	133,383	11,211	8.4	6.57
Total	$ 382,217	$ 31,382	$ 33,263	$ 2,782	$ 30,989	$ 2,634	$ 446,469	$ 36,798	8.2	$ 6.28
CUMULATIVE										
Central	292,314	23,738	26,066	2,298	42,977	3,962	361,357	29,998	8.3	3.04
Southern	99,702	7,813	10,049	824	6,930	557	116,681	9,294	8.0	2.52
Southwestern	163,475	14,226	17,124	1,411	12,518	1,055	193,117	16,692	8.6	2.43
Northern	233,984	19,215	8,544	743	11,721	1,060	253,649	21,018	8.3	1.84
Rocky Mountain	291,036	25,424	22,874	1,934	24,541	2,057	338,431	29,415	8.7	2.97
Total	$ 1,079,911	$ 90,516	$ 84,637	$ 7,210	$ 98,687	$ 8,691	$ 1,263,235	$ 106,417	8.4	$ 2.55

FEDERAL TRADE COMMISSION
DOCKET NO. 6415 EXHIBIT NO. 247
IN THE MATTER OF B.F. Goodrich Co., et al
DATE 11/3/57
ACE REPORTING CO., Official Reporter
By Jean

JAX 383
Commission's Exhibit 247

BCM-CS
9-19-52

T.B.A. SALES

REGIONAL SALES FOR SEPTEMBER 1952 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL			
	Sales	Comm.	Sales	Comm.	Sales	Comm.	Sales	Comm.	Per Cent	Sales Per 1,000 Gallons Gasoline
SEPTEMBER										
Central	$ 74,062	$ 6,174	$ 8,588	$ 771	$ 15,742	$ 1,480	$ 98,392	$ 8,425	8.6	$ 6.12
Southern	56,518	4,381	5,359	423	2,053	156	63,930	4,960	7.8	10.22
Southwestern	40,261	3,468	8,971	724	6,369	511	56,291	4,703	8.4	5.88
Northern	87,919	7,177	6,420	582	4,156	368	98,495	8,127	8.3	5.15
Rocky Mountain	115,116	10,523	16,351	1,391	10,765	868	142,232	12,812	9.0	8.29
Total	$ 374,566	$ 31,733	$ 45,689	$ 3,891	$ 39,085	$ 3,403	$ 459,340	$ 39,027	8.5	$ 6.66
CUMULATIVE										
Central	366,376	29,911	34,654	3,069	58,719	5,443	459,749	38,423	8.4	3.40
Southern	156,220	12,294	15,408	1,247	8,983	713	180,611	14,254	7.9	3.43
Southwestern	204,426	17,695	26,095	2,133	18,887	1,567	249,408	21,395	8.6	2.80
Northern	321,303	26,393	14,964	1,323	15,877	1,429	352,144	29,145	8.3	2.25
Rocky Mountain	406,152	35,958	39,205	3,325	35,306	2,943	480,663	42,226	8.8	3.67
Total	$ 1,454,477	$ 122,251	$ 130,326	$ 11,097	$ 137,772	$ 12,095	$ 1,722,575	$ 145,443	8.4	$ 3.05

FEDERAL TRADE COMMISSION
DOCKET NO. 6415 EXHIBIT 252
IN THE MATTER OF B. F. Goodrich Co. et al
DATE 11/1/57
Gem

JAX 354
Commission's Exhibit 250

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FEDERAL TRADE COMMISSION
DOCKET NO. 4175 EXHIBIT NO. 251
IN THE MATTER OF B.F. Goodrich Co. et al
DATE 11/4/57
ACE REPORTING CO., Official Reporter
By Gem

T.B.A. DIVISION SALES FOR SEPTEMBER 1952 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL			Sales Per 1,000 Gallons Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Com. mission	Per Cent	
Albuquerque	$ 19,325	$ 1,740	$ 2,446	$ 224	$ 1,769	$ 153	$ 23,540	$ 2,117	9.0	$ 4.54
Butte	46,501	4,539	4,385	391	881	82	51,767	5,012	9.7	15.02
Chicago	39,200	2,923	1,948	166	762	68	41,910	3,157	7.5	4.11
Denver	44,375	3,877	9,946	830	6,946	568	61,267	5,275	6.6	6.42
Fort Worth	21,626	1,728	6,525	500	4,600	358	32,751	2,586	7.9	7.46
Houston	56,518	4,381	5,359	423	2,053	156	63,930	4,960	7.8	10.22
Kansas City	39,005	3,114	5,104	446	13,319	1,239	57,428	4,799	8.4	6.52
Lincoln	48,719	4,254	4,472	416	3,394	300	56,585	4,970	8.8	6.34
Okla. City	35,057	3,060	3,484	325	2,423	241	40,964	3,626	8.9	5.64
Salt Lake	24,240	2,117	2,020	170	2,938	238	29,198	2,525	8.6	7.01
Total	$ 374,566	$ 31,732	$ 45,689	$ 3,891	$ 39,085	$ 3,403	$ 459,340	$ 39,026	8.5	$ 6.66
Albuquerque	117,493	10,758	7,858	716	5,378	488	130,729	11,962	9.2	2.67
Butte	93,460	8,[illegible]	5,213	463	1,402	127	100,075	9,536	9.5	3.67
Chicago	132,271	9,[illegible]42	5,427	436	3,911	347	141,609	10,725	7.6	1.71
Denver	224,323	19,[illegible]45	27,471	2,289	24,685	2,060	276,479	23,594	8.5	3.80
Fort Worth	86,933	6,937	18,237	1,417	13,509	1,079	118,679	9,433	7.9	2.97
Houston	156,220	12,294	15,408	1,247	8,983	713	180,611	14,254	7.9	3.43
Kansas City	240,146	18,613	22,854	1,971	52,316	4,831	315,316	25,415	8.1	4.33
Lincoln	189,032	16,451	9,537	887	11,966	1,082	210,535	18,420	8.7	2.85
Okla. City	126,230	11,298	11,800	1,098	6,403	612	144,433	13,008	9.0	2.32
Salt Lake	88,369	7,767	6,521	573	9,219	756	104,109	9,096	8.7	3.36
Total	$ 1,454,477	$ 122,251	$ 130,326	$ 11,097	$ 137,772	$ 12,095	$ 1,722,575	$ 145,442	8.4	$ 3.05

Commission's Exhibit 251

JAX 353

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JAX 356

Commission's Exhibit 252A

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 EXHIBIT NO. 252A
IN THE MATTER OF B. F. Goodrich Co.
DATE 11/26/57 WITNESS
ACE REPORTING CO., Official Reporter
BY

CONTINENTAL OIL COMPANY

Ponca City, Oklahoma
November 25, 1952

TO: Regional Managers of Marketing
Division Managers of Marketing

SUBJECT: T.B.A. SALES - OCTOBER AND CUMULATIVE

Two new faces forced their way into the number two and three positions during October. We welcome Oklahoma City and Chicago divisions and hope for repeat performances. Denver regained number one position and keeps crowding Kansas City for the cumulative period.

T.B.A. Sales 1952

October		Cumulative	
Denver	$78,325	Kansas City	$367,287
Oklahoma City	55,676	Denver	354,804
Chicago	53,229	Lincoln	265,607

Sales Per 1,000 Gallons
Gasoline

Denver with $9.77 and Oklahoma City with $8.14 are getting in the big league class. Those boys talk in terms of $10 per 1,000 gallons of gasoline and like to refer to their volume of dollar sales as 1 cent of T.B.A. for every gallon of gasoline sold. This ratio is for total division gasoline sales and includes all classes of buyers.

Sales Per 1,000 Gallons Gasoline

October 1952		Cumulative	
Denver	$9.77	Kansas City	$4.51
Oklahoma City	8.14	Denver	4.39
Salt Lake	7.58	Houston	3.83

For years all of us have had the ratio yardstick applied to our work. We suggest this method of comparison be used by our field forces. The T.B.A. Division is proud of the

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JAX 357

Commission's Exhibit 252B

Joint Letter
Page 2

job the divisions have done each month as a quick glance shows a combined increase in dollars per 1,000 gallons of gasoline.

Month	Sales per 1,000 gallons of gasoline
June	$2.84
July	5.15
August	6.28
September	6.66
October	6.75

Battery sales in October established a new high and helps boost an extremely weak spot.

Battery Sales

June	$14,038
July	28,002
August	33,263
September	45,689
October	51,395

We still have too many dealers that think they are in the battery business because they have two or three in stock or on order. The successful battery retailer claims he never got in the battery business until he carried at least a 60-day inventory.

The battery industry furnishes the following sales flow which shows the last 60 days of the year produces 22 per cent of the annual sales volume:

January	7.2%	July	8.2%
February	5.4	August	10.6
March	4.5	September	13.0
April	4.2	October	13.6
May	5.1	November	11.9
June	6.1	December	10.2

J. J. Nemeth
Manager, T.B.A. Sales

JJN-MB

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JAX 358

Commission's Exhibit 253

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B. F. GOODRICH APPROVED ACCOUNTS

OCTOBER 1952

Division	Number of Company Stations	Lessees	Dealers	Agents	Jobbers	Jobbers Dealers	Total
Albuquerque	55	56	332	20	6	17	431
Butte	68	60	51	6	3	0	120
Chicago	91	59	48	0	38	275	420
Denver	192	192	529	13	23	21	778
Fort Worth	62	65	367	27	2	0	461
Houston	74	67	184	15	14	65	345
Kansas City	178	119	47	4	22	0	192
Lincoln	139	130	116	8	44	8	306
Oklahoma City	133	119	310	28	22	133	612
Salt Lake	88	86	84	7	1	3	181
As of October 24, 1952	1,080	953	2,068	128	175	522	3,846
As of September 24, 1952		898	1,687	112	140	407	3,244
October Net Gain		55	381	16	35	115	602

FEDERAL TRADE COMMISSION
DOCKET 1445 ... NO. 8553
IN THE ... B.F. Goodrich Co. et al.
DATE 4/28/53
... Official Reporter
BY Gam

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JAX 359
Commission's Exhibit 354

T.B.A. DIVISION SALES FOR OCTOBER 1952 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL			Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	
Albuquerque	$ 25,687	$ 2,425	$ 2,541	$ 241	$ 1,874	$ 172	$ 30,102	$ 2,838	9.4	$ 5.76
Boise	11,277	986	1,623	137	567	53	13,387	1,176	8.8	5.14
Chicago	46,706	3,835	5,734	499	789	71	53,229	4,405	8.3	5.26
Denver	61,308	5,320	7,999	663	9,018	727	78,325	6,710	8.6	9.77
Fort Worth	14,899	1,245	5,749	452	2,420	193	23,068	1,890	8.2	5.33
Houston	37,985	2,890	4,256	341	2,409	186	44,648	3,377	7.6	7.16
Kansas City	34,530	2,766	8,131	712	9,310	724	51,971	4,202	8.1	6.16
Lincoln	46,290	4,035	5,964	551	2,818	257	55,072	4,843	8.8	6.29
Oklahoma City	48,952	4,309	4,516	364	2,608	225	55,676	4,898	8.9	8.14
Salt Lake	19,357	1,662	4,882	413	2,559	205	26,798	2,280	8.5	7.98
Total	$ 346,989	$ 28,433	$ 51,395	$ 4,403	$ 34,362	$ 2,813	$ 432,246	$ 36,649	8.5	$ 6.75
Albuquerque	143,180	13,189	10,399	957	7,258	660	160,837	14,806	9.2	2.97
Boise	104,687	9,952	6,896	608	1,959	152	113,442	10,712	9.4	3.79
Chicago	178,999	13,774	11,161	915	4,731	423	194,892	15,130	7.8	2.10
Denver	385,632	24,565	35,438	2,932	33,303	2,787	454,374	30,304	6.5	4.49
Fort Worth	101,852	8,181	25,986	1,870	15,989	1,272	143,747	11,323	8.0	3.20
Houston	164,885	15,144	19,664	1,588	11,392	898	205,899	17,630	7.8	3.83
Kansas City	274,676	21,379	30,985	2,685	61,936	5,995	367,597	29,617	8.1	4.51
Lincoln	285,382	20,487	15,304	1,438	14,784	1,338	315,607	23,263	8.8	3.21
Okla. City	174,782	15,607	16,346	1,492	9,011	837	200,109	17,936	9.0	2.30
Salt Lake	107,726	9,459	11,403	889	11,778	962	130,907	11,310	8.7	3.79
Total	$ 1,820,969	$ 151,682	$ 181,721	$ 15,980	$ 172,165	$ 14,910	$ 2,194,855	$ 182,092	8.5	$ 3.43

FEDERAL TRADE COMMISSION
DOCKET NO. 6[illegible] EXHIBIT NO. 254
IN THE MATTER OF [illegible]
DATE 9/2/57

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T.B.A. SALES

REGIONAL SALES FOR OCTOBER 1952 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL			
	Sales	Comm.	Sales	Comm.	Sales	Comm.	Sales	Comm.	Per Cent	Sales Per 1,000 Gallons of Gasoline
OCTOBER										
Central	$ 83,082	$ 7,075	$ 12,647	$ 1,106	$ 11,918	$ 949	$ 107,647	$ 9,130	8.5	$ 7.05
Southern	37,983	2,850	4,256	341	2,409	186	44,648	3,377	7.6	7.16
Southwestern	40,586	3,670	8,290	693	4,294	365	53,170	4,728	8.9	5.57
Northern	92,996	7,870	21,698	1,050	3,607	328	108,301	9,248	8.5	5.74
Rocky Mountain	91,872	7,968	14,504	1,213	12,134	985	118,510	10,166	8.6	8.37
Total	$ 346,519	$ 29,433	$ 51,395	$ 4,403	$ 34,362	$ 2,813	$ 432,276	$ 36,649	8.5	$ 6.75
CUMULATIVE										
Central	449,458	36,986	47,301	4,175	70,637	6,392	567,396	47,553	8.4	3.77
Southern	194,203	15,144	19,664	1,588	11,392	898	225,259	17,630	7.8	3.83
Southwestern	245,012	21,364	34,385	2,827	23,181	1,932	302,578	26,123	8.6	3.07
Northern	414,272	34,261	26,662	2,373	19,515	1,759	460,449	38,393	8.3	2.62
Rocky Mountain	498,024	43,926	53,709	4,537	47,440	3,929	599,173	52,392	8.7	4.13
Total	$ 1,800,969	$ 151,681	$ 181,721	$ 15,500	$ 172,165	$ 14,910	$ 2,154,855	$ 182,091	8.5	$ 3.43

FEDERAL TRADE COMMISSION
DOCKET No. 6485 EXHIBIT NO. 255
IN THE MATTER OF B.F. Goodrich Co., et al
DATE 11/7/57
ACME REPORTING CO., Official Reporter
By Gam

JAX 300
Commission's Exhibit 255

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11-24-52

JAX 361

Commission's Exhibit 256A

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Mr. E. J. Lewis

CONTINENTAL OIL COMPANY

FEDERAL TRADE COMMISSION
DOCKET 6485 EXHIBIT 256A
IN THE MATTER OF B. F. Goodrich Co. et al
DATE 11/7/57 WITNESS —
ACE REPORTING CO., Official Reporter
By [illegible]

Ponca City, Oklahoma
December 19, 1952

TO: Regional Managers of Marketing
Division Managers of Marketing

SUBJECT: T.B.A. SALES NOVEMBER AND CUMULATIVE

Congratulations to Joe Dickey and his Kansas Citians for top T.B.A. volume in November. Also, congratulations to the Lincoln Division for second place and to Denver Division for third position.

T.B.A. SALES

November 1952		Cumulative	
Kansas City	$66,941	Kansas City	$434,228
Lincoln	54,859	Denver	406,884
Denver	52,836	Lincoln	321,222

Butte Division did a most outstanding job by selling $17.51 worth of T.B.A. for each 1,000 gallons of gasoline. This also goes for Salt Lake with $11.82 worth of T.B.A. for each 1,000 gallons of gasoline. Kansas City almost came in with a penny's worth of T.B.A. for each gallon of gasoline.

SALES PER 1,000 GALLONS GASOLINE

Includes some back reports

November 1952		Cumulative	
Butte	$17.51	Kansas City	$4.92
Salt Lake	11.82	Butte	4.75
Kansas City	9.64	Denver	4.66

In all ten divisions you sold $8.07 worth of T.B.A. per 1,000 gallons of gasoline. Looks like we might be averaging $10 per thousand gallons in another couple of months.

Total tire sales fell $2,400, and battery sales fell $5,000 under October, but accessory sales gained $10,000.

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JAX 362

Commission's Exhibit 256B

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Joint Letter
Page 2

The 1-2-3 positions on November sales of tires, batteries, and accessories were occupied by the following:

Position	Tires And Tubes	Batteries	Accessories
1	Kansas City	Kansas City	Kansas City
2	Lincoln	Denver	Denver
3	Chicago	Lincoln	Oklahoma City

On tire sales Denver almost pushed Chicago out of third position, Fort Worth ran a close fourth on battery sales, and Lincoln was only .26 behind Oklahoma City on accessory sales. It is a very healthy sign to observe the competitive spirit that exists; and with each division trying to outsell the others, our T.B.A. sales are certain to continue to grow by leaps and bounds.

With the splendid support you, your assistants, and your field men are giving the program, you are bound to enjoy a successful 1953 on T.B.A. sales.

November sales results by divisions and regions and November statement of BFG approved accounts are attached.

D. A. Ellis
D. A. Ellis
Assistant Manager
T.B.A. Sales

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Enc
Copies to:
Assistant Division Managers

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FEDERAL TRADE COMMISSION

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JAX 363

Commission's Exhibit 257

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B. F. GOODRICH APPROVED ACCOUNTS

NOVEMBER 1952

Division	Number of Company Stations	Lessees	Dealers	Agents	Jobbers	Jobbers Dealers	Total
Albuquerque	56	56	211	23	6	16	312
Butte	68	66	78	7	3	-	194
Chicago	93	99	48	0	38	275	420
Denver	189	189	582	16	24	101	912
Fort Worth	66	66	476	32	2	-	576
Houston	75	68	185	15	14	66	348
Kansas City	180	133	51	6	27	2	219
Lincoln	139	131	121	8	46	14	320
Oklahoma City	136	124	330	33	26	138	651
Salt Lake	92	91	88	7	1	3	190
As of November 24, 1952	1,094	983	2,170	147	187	615	4,102
As of October 24, 1952		953	2,068	128	175	522	3,846
November Net Gain		30	102	19	12	93	256

Showing down but still growing

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10-16-52

FEDERAL TRADE COMMISSION
DOCKET 6785 EXHIBIT No. 257
B. F. Goodrich Co., et al
DATE 2/2/57 WITNESS
ACE REPORTING CO., Official Reporter
By

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T.B.A. SALES

REGIONAL SALES FOR NOVEMBER 1952 AND CUMULATIVE

	Tires and Tubes		Batteries		Accessories		Total			Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	
NOVEMBER										
Central	$ 79,915	$ 6,388	$ 16,267	$ 1,196	$ 15,881	$ 1,263	$ 109,061	$ 8,847	8.4	$ 8.16
Southern	39,757	2,635	4,217	351	4,379	334	43,353	3,300	7.6	7.75
Southwestern	51,568	4,682	7,647	696	7,292	625	66,367	5,901	8.9	7.61
Northern	83,889	7,036	7,602	682	5,473	473	96,964	8,191	8.4	6.34
Rocky Mountain	99,040	8,807	12,996	1,118	11,916	989	123,952	10,914	8.8	10.79
Total	$ 364,127	$ 29,488	$ 46,709	$ 3,983	$ 44,861	$ 3,682	$ 435,697	$ 37,153	8.5	$ 8.07
CUMULATIVE										
Central	564,371	43,374	61,568	5,371	86,318	7,695	672,457	56,440	8.4	4.12
Southern	228,960	17,779	23,881	1,919	15,771	1,232	268,612	20,930	7.8	4.17
Southwestern	296,340	25,985	42,032	3,488	30,373	2,596	368,745	32,069	8.7	3.44
Northern	498,490	44,326	36,610	3,098	25,109	2,245	558,209	46,699	8.4	2.92
Rocky Mountain	756,611	59,882	66,149	5,833	53,252	4,568	875,960	69,231	8.0	4.61
Total	$ 2,344,924	$ 192,151	$ 268,995	$ 19,496	$ 217,863	$ 18,337	$ 2,909,982	$ 229,984	8.5	$ 3.80

JAX 364

Commission's Exhibit 258

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FEDERAL TRADE COMMISSION
DOCKET NO. 6845 EXHIBIT NO. 258
IN THE MATTER OF Goodyear
DATE 11/3/53 WITNESS —
ACME REPORTING CO., Official Reporter
By [illegible]

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JAX 365

Commission's Exhibit 2259

T.B.A. DIVISION SALES FOR NOVEMBER 1952 AND CUMULATIVE

	Tires and Tubes		Batteries		Accessories		Total		Per Cent	Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Albuquerque	$ 34,901	$ 3,290	$ 3,227	$ 312	$ 2,878	$ 275	$ 41,006	$ 3,877	9.5	$ 8.60
Butte	34,289	3,273	2,533	236	2,180	215	39,002	3,724	9.5	17.51
Chicago	38,462	3,072	2,847	253	796	73	42,105	3,398	8.1	5.03
Denver	38,231	3,314	7,625	620	6,980	553	52,836	4,487	8.5	8.07
Fort Worth	16,627	1,332	4,420	344	4,314	348	25,361	2,024	8.0	6.42
Houston	34,757	2,635	4,217	331	4,379	334	43,353	3,300	7.6	7.75
Kansas City	45,596	3,895	10,167	831	11,178	856	66,941	5,542	8.3	9.64
Lincoln	45,427	3,964	4,755	429	4,677	400	54,859	4,793	8.7	7.90
Oklahoma City	29,317	2,533	4,100	365	4,703	407	38,120	3,305	8.7	6.40
Salt Lake	26,520	2,220	2,818	262	2,776	221	32,114	2,703	8.4	11.82
Total	$ 344,127	$ 29,488	$ 46,709	$ 3,983	$ 44,861	$ 3,682	$ 435,697	$ 37,153	8.5	$ 8.07
Albuquerque	178,081	16,473	13,626	1,269	10,130	935	201,837	18,677	9.3	3.42
Butte	138,956	13,206	9,369	836	4,139	394	152,464	14,436	9.5	4.75
Chicago	217,290	16,829	14,133	1,201	5,564	498	236,947	18,528	7.8	2.34
Denver	325,411	27,833	42,874	3,550	40,599	3,332	406,884	34,715	8.5	4.66
Ft Worth	118,459	9,512	28,406	2,214	20,243	1,621	167,108	13,347	8.0	3.47
Houston	228,960	17,779	23,881	1,919	15,771	1,232	268,612	20,930	7.8	4.17
Kansas City	320,272	25,234	41,152	3,514	72,804	6,411	434,228	35,159	8.1	4.92
Lincoln	281,200	24,495	20,477	1,889	19,545	1,747	321,222	28,131	8.8	3.58
Oklahoma City	204,099	18,140	20,416	1,897	13,714	1,244	238,229	21,241	8.9	3.18
Salt Lake	134,266	11,650	14,221	1,247	14,554	1,183	163,021	14,080	8.6	4.38
Total	$ 2,144,994	$ 188,151	$ 228,555	$ 19,496	$ 217,063	$ 18,597	$ 2,590,552	$ 219,244	8.5	$ 3.80

BCN-KEB
(7)12-16-52

FEDERAL TRADE COMMISSION
DOCKET NO. 245 EXHIBIT NO. 259
IN THE MATTER OF A. S. Beck Shoe Co.
DATE 9/7/54 PRINTED —
A. B. Rhodes, Official Reporter
By [illegible]

JAX 366

Commission's Exhibit 261

STATEMENT OF PROGRESS

APRIL 1953

	Number of Company Stations	Lessees	Dealers	Agents	Jobbers	Jobbers Dealers	Total
Albuquerque	55	55	246	23	6	50	380
Butte	70	68	99	9	6	0	182
Chicago	108	90	119	2	66	353	630
Denver	194	194	595	27	24	101	941
Fort Worth	75	75	479	40	2	0	592
Houston	81	73	222	86	17	81	421
Kansas City	187	165	81	13	39	106	404
Lincoln	154	153	134	14	65	28	394
Oklahoma City	143	141	371	41	33	156	742
Salt Lake	108	107	105	11	1	3	227
As of April 24, 1953	1,175	1,123	2,447	206	259	878	4,913
As of March 24, 1953		1,108	2,361	199	250	847	4,765
April Net Gain		15	86	7	9	31	148

FEDERAL TRADE COMMISSION
DOCKET NO. 1115 EXHIBIT NO. 261
IN THE MATTER OF B.F. Goodrich Co. et al
DATE 11/7/57 WITNESS —
K. REPORTING CO., Official Reporter
By [illegible]

DCH-FB
5-18-53

CX 261 8158

JAX 367

Commission's Exhibit 262

T.B.A. DIVISION SALES FOR APRIL 1953 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL		Per Cent	Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Albuquerque	$ 31,750	$ 2,902	$ 2,374	$ 217	$ 3,593	$ 335	$ 37,722	$ 3,454	9.2	$ 7.47
Butte	32,073	3,066	1,926	173	1,683	165	35,982	3,404	9.5	13.28
Chicago	40,493	3,059	3,301	284	2,405	210	46,199	3,553	7.7	4.80
Denver	32,984	2,942	3,678	303	9,219	751	45,881	3,996	8.8	6.25
Fort Worth	19,447	1,544	3,391	262	3,825	301	26,663	2,107	7.9	5.45
Houston	39,271	2,893	5,504	427	5,257	402	50,032	3,722	7.4	7.34
Kansas City	33,853	2,962	2,979	275	6,251	582	43,083	3,819	8.9	5.15
Lincoln	42,690	3,881	3,019	267	8,811	818	54,520	4,966	9.1	6.39
Oklahoma City	31,016	2,510	2,738	230	5,046	432	38,800	3,172	8.2	5.65
Salt Lake	27,901	2,337	2,692	232	5,099	468	35,692	3,037	8.5	11.09
Total	$ 331,478	$ 28,096	$ 31,602	$ 2,670	$ 51,494	$ 4,464	$ 414,574	$ 35,230	8.5	$ 6.54
Albuquerque	99,906	9,284	8,066	757	13,598	1,284	121,570	11,325	9.3	6.13
Butte	109,738	10,336	4,790	432	6,050	558	120,578	11,326	9.4	14.65
Chicago	140,950	10,964	11,858	1,023	6,185	545	158,993	12,532	7.9	4.81
Denver	210,600	17,539	15,444	1,286	24,700	1,997	250,744	20,822	8.3	9.87
Fort Worth	86,050	6,804	9,795	768	15,547	1,245	111,392	8,817	7.9	6.29
Houston	190,439	14,103	11,425	889	13,570	1,048	215,434	16,040	7.4	8.60
Kansas City	184,131	15,201	11,996	1,117	28,320	2,441	224,447	18,759	8.4	7.57
Lincoln	210,030	18,591	11,937	1,102	20,428	1,915	242,395	21,608	8.9	8.83
Oklahoma City	149,182	12,210	12,975	1,096	19,015	1,607	181,172	14,913	8.2	7.03
Salt Lake	122,742	10,290	10,668	969	16,957	1,412	150,367	12,671	8.4	14.58
Total	$ 1,503,768	$ 125,322	$ 108,954	$ 9,439	$ 164,370	$ 14,052	$ 1,777,092	$ 148,813	8.4	$ 7.99

FEDERAL TRADE COMMISSION

Exhibit 262

B. F. Gardner Jr., Atty

Date 4/7/57 Witness —

[illegible] Official Reporter

Glass

262

BCH-KEB
3-25-53

67

JAX 368

Commission's Exhibit 263A

368

In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 1 of SPECIFICATION IV OF SUBPOENA

The monthly report "TBA Sales, Regional Sales" similar to Items 10, 13, 18 and 21 of Specification III was discontinued in the early part of 1953, and a search of our records reveals only one copy of such report, same being styled "TBA Regional Sales for February, 1953, and Cumulative". A copy of this tabulation or report is annexed hereto as EXHIBIT T.

Conoco has at all times issued another form of monthly report of TBA sales by Divisions (similar to the report set out in Item 22 of Specification III). The so-called "Regional Sales Report" was merely a duplicative report of the Divisional Sales Report which codified the same information by Conoco's five Marketing Regions. In lieu of the discontinued reports requested by the Subpoena, copies of the regular so-called "Divisional TBA Sales Report", together with special cumulative reports covering the period from December, 1952, through June, 1956, are annexed hereto as EXHIBITS T-1 thru T-45.

FEDERAL TRADE COMMISSION
DOCKET 6485 263A
B. F. Goodrich Co. et al
DATE 10/3/57
ACE REPORTING CO., Official Reporter
By Glen

263 (a) 8462

217 111

JAX 369

Commission's Exhibit 263B

369

In the Matter of
The B. F. Goodrich
Company Et Al
FTC Docket #6485

ADDENDUM TO RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 1 OF SPECIFICATION IV OF SUBPOENA

The original response and the Exhibits T through T-45, inclusive, have reference only to the sale of TBA by B. F. Goodrich to Conoco outlets and the payment of commissions by Goodrich to Continental under the sales commission agreement in effect between those companies.

218

FEDERAL TRADE COMMISSION
DOCKET 6485 263 (6)
112 8163

JAX 370

Commission's Exhibit 260C

Exhibit T

263 (c)

219

T.B.A. REGIONAL SALES FOR FEBRUARY 1953 AND CUMULATIVE

	Tires and Tubes		Batteries		Accessories		Total		Per Cent	Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Central	$ 97,087	$ 8,073	$ 6,287	$ 567	$ 10,926	$ 988	$ 114,280	$ 9,628	8.4	$ 8.72
Southern	51,564	3,889	2,010	157	2,902	227	56,476	4,213	7.5	9.84
Southwestern	55,443	4,779	5,617	500	9,699	840	70,759	6,119	8.6	7.92
Northern	101,288	8,590	5,064	451	6,248	590	112,600	9,631	8.6	8.51
Rocky Mountain	96,427	8,284	7,636	659	8,810	714	112,873	9,657	8.6	11.76
Total	$ 401,789	$ 33,555	$ 26,614	$ 2,334	$ 38,585	$ 3,359	$ 466,988	$ 39,248	8.4	$ 9.23
Central	203,160	16,458	14,215	1,259	24,187	2,034	241,562	19,751	8.2	9.27
Southern	115,969	8,438	3,443	268	5,050	392	124,462	9,098	7.3	10.72
Southwestern	107,092	9,298	9,178	803	14,730	1,294	131,000	11,395	8.7	7.29
Northern	187,058	15,985	12,210	1,120	10,311	960	209,579	18,065	8.6	7.92
Rocky Mountain	257,640	21,656	14,969	1,294	20,747	1,692	293,356	24,642	8.4	15.21
Total	$ 870,919	$ 71,835	$ 54,015	$ 4,744	$ 75,025	$ 6,372	$ 999,959	$ 82,951	8.3	$ 9.86

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370

JAX 371

Commission's Exhibit 283D

T.B.A. DIVISION SALES FOR DECEMBER AND YEAR 1952

	Tires and Tubes		Batteries		Accessories		Total			Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	
Albuquerque	$ 22,483	$ 2,051	$ 2,546	$ 243	$ 4,117	$ 390	$ 28,746	$ 2,684	9.3	$ 5.75
Butte	19,850	1,853	1,818	168	1,949	190	23,017	2,211	9.6	11.54
Chicago	38,333	2,945	2,898	241	1,445	123	42,896	3,309	7.7	5.11
Denver	29,890	2,610	11,801	968	7,141	599	48,832	4,177	8.6	7.69
Fort Worth	9,080	750	3,727	289	5,183	419	17,910	1,458	8.1	4.02
Houston	26,501	2,047	2,836	230	3,420	261	32,757	2,538	7.7	5.39
Kansas City	19,585	1,866	3,705	343	5,921	487	29,211	2,696	9.2	3.99
Lincoln	46,172	4,192	5,686	544	5,777	547	57,635	5,283	9.2	8.83
Oklahoma City	24,74[illegible]	2,145	2,816	253	4,214	379	31,777	2,777	8.7	4.56
Salt Lake	11,391	969	2,437	199	2,352	185	16,180	1,353	8.4	6.29
Total	$ 247,174	$ 21,428	$ 40,270	$ 3,478	$ 41,519	$ 3,580	$ 328,963	$ 28,486	8.7	$ 5.91
Albuquerque	200,166	18,525	16,172	1,512	14,247	1,324	230,585	21,361	9.3	3.60
Butte	158,206	15,059	11,187	1,004	6,088	584	175,481	16,647	9.5	5.14
Chicago	255,965	19,791	16,927	1,429	6,951	617	279,843	21,837	7.8	2.55
Denver	352,483	30,362	55,493	4,599	47,740	3,931	455,716	38,892	8.5	4.86
Fort Worth	127,459	10,263	32,133	2,503	25,426	2,039	185,018	14,805	8.0	3.51
Houston	255,461	19,826	26,717	2,148	19,191	1,494	301,369	23,468	7.8	4.27
Kansas City	339,857	27,101	44,857	3,857	78,725	6,897	463,439	37,855	8.2	4.85
Lincoln	327,210	28,671	26,288	2,446	25,359	2,297	378,857	33,414	8.8	3.94
Oklahoma City	228,846	20,284	23,232	2,110	17,928	1,623	270,006	24,017	8.9	3.29
Salt Lake	145,637	12,618	16,658	1,446	16,906	1,368	179,201	15,432	8.6	4.50
Total	$ 2,391,290	$ 202,500	$ 269,664	$ 23,054	$ 258,561	$ 22,174	$ 2,919,515	$ 247,728	8.5	$ 3.95

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JAX 372

Commission's Exhibit 263E

Exhibit T-8

263 (4)

221

T.B.A. DIVISION SALES FOR JANUARY 1953

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL			Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	
Albuquerque	$ 27,311	$ 2,586	$ 1,689	$ 153	$ 2,686	$ 256	$ 31,682	$ 2,995	9.5	$ 6.43
Butte	17,281	1,659	1,162	99	1,476	144	19,919	1,902	9.5	11.61
Chicago	32,691	2,611	3,027	275	1,357	119	37,075	3,005	8.1	4.98
Denver	91,545	7,438	4,071	339	4,989	411	100,605	8,188	8.1	17.24
Fort Worth	24,338	1,934	1,876	151	2,345	196	28,559	2,281	8.0	6.95
Houston	64,405	4,608	1,433	112	2,148	165	67,986	4,885	7.2	11.55
Kansas City	63,430	4,863	3,251	299	7,406	565	74,087	5,727	7.7	10.95
Lincoln	53,079	4,784	4,119	393	2,706	252	59,904	5,429	9.1	10.36
Oklahoma City	42,663	3,522	4,677	393	5,855	481	53,195	4,396	8.3	8.56
Salt Lake	52,387	4,275	2,100	196	5,472	424	59,959	4,895	8.2	22.22
Total	$ 469,130	$ 38,280	$ 27,401	$ 2,410	$ 36,440	$ 3,013	$ 532,971	$ 43,703	8.2	$ 10.37

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2-18-53

FEDERAL TRADE COMMISSION
EXHIBIT NO. 645 EXHIBIT NO. 263E

8466

323

JAX 373

Commission's Exhibit 283F

T.B.A. DIVISION SALES FOR FEBRUARY 1953 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL		Per Cent	Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Albuquerque	$ 28,849	$ 2,689	$ 2,865	$ 284	$ 4,302	$ 412	$ 36,016	$ 3,385	9.4	$ 7.47
Butte	16,205	1,593	710	71	1,123	106	18,038	1,770	9.8	10.53
Chicago	33,208	2,787	2,435	205	1,383	128	37,026	3,120	8.4	4.92
Denver	59,726	4,903	3,819	309	5,422	428	68,967	5,640	8.2	12.18
Fort Worth	26,594	2,090	2,752	216	5,397	428	34,743	2,734	7.9	8.45
Houston	51,564	3,829	2,010	157	2,902	227	56,476	4,213	7.5	9.84
Kansas City	48,202	4,119	3,398	324	7,570	708	59,170	5,150	8.7	8.47
Lincoln	68,080	5,883	2,629	246	4,865	462	75,574	6,511	8.6	13.21
Oklahoma City	48,865	3,954	2,889	243	3,356	260	55,110	4,478	8.1	9.00
Salt Lake	20,496	1,788	3,107	297	2,265	180	25,868	2,247	8.7	11.61
Total	$ 401,789	$ 33,555	$ 26,614	$ 2,334	$ 38,585	$ 3,359	$ 466,988	$ 39,248	8.4	$ 9.23
Albuquerque	56,160	5,275	4,550	436	6,988	669	67,698	6,380	9.4	6.94
Butte	33,486	3,252	1,872	170	2,599	250	37,957	3,672	9.7	11.08
Chicago	65,899	5,398	5,462	481	2,740	246	74,101	6,125	8.3	4.95
Denver	151,271	12,341	7,830	649	10,411	838	169,572	13,828	8.2	14.81
Fort Worth	50,932	4,023	4,628	367	7,742	625	63,302	5,015	7.9	7.70
Houston	115,969	8,433	3,443	253	5,050	392	124,462	9,078	7.3	10.71
Kansas City	111,632	8,982	6,649	622	14,976	1,273	133,257	10,877	8.2	9.69
Lincoln	121,159	10,587	6,748	639	7,571	714	135,478	11,940	8.8	11.78
Oklahoma City	91,528	7,476	7,566	637	9,211	761	108,305	8,874	8.2	8.80
Salt Lake	72,883	6,063	5,207	475	7,737	604	85,827	7,142	8.3	19.47
Total	$ 870,919	$ 71,835	$ 54,015	$ 4,744	$ 75,025	$ 6,372	$ 999,959	$ 82,951	8.3	$ 9.06

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FEDERAL TRADE COMMISSION
8167

T.B.A. DIVISION SALES FOR MARCH 1953 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL		Per Cent	Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Albuquerque	$ 11,996	$ 1,107	$ 1,142	$ 102	$ 3,012	$ 281	$ 16,150	$ 1,490	9.2	$ 3.21
Butte	44,179	4,017	992	89	1,468	144	46,639	4,250	9.1	22.27
Chicago	34,558	2,506	3,095	259	1,040	89	38,693	2,854	7.4	4.56
Denver	26,345	2,256	3,876	334	5,070	408	35,291	2,998	8.5	5.33
Fort Worth	15,671	1,237	1,776	138	3,980	319	21,427	1,694	7.9	4.67
Houston	35,199	2,772	2,478	194	3,263	254	40,940	3,220	7.9	6.19
Kansas City	38,646	3,257	2,368	219	7,093	587	48,107	4,063	8.4	6.38
Lincoln	46,181	4,123	2,170	196	4,046	383	52,397	4,702	9.0	7.06
Oklahoma City	26,638	2,224	2,671	229	4,758	413	34,067	2,866	8.4	5.19
Salt Lake	21,958	1,891	2,769	262	4,121	340	28,848	2,493	8.6	10.55
Total	$ 301,371	$ 25,390	$ 23,337	$ 2,022	$ 37,851	$ 3,218	$ 362,559	$ 30,630	8.4	$ 6.28
Albuquerque	68,156	6,381	5,692	539	10,000	950	83,848	7,870	9.4	5.67
Butte	77,665	7,270	2,864	259	4,067	393	84,596	7,922	9.4	15.33
Chicago	100,457	7,904	8,557	739	3,780	336	112,794	8,979	8.0	4.81
Denver	177,616	14,597	11,766	982	15,481	1,247	204,863	16,826	8.2	11.34
Fort Worth	66,603	5,260	6,404	506	11,722	943	84,729	6,709	7.9	6.61
Houston	151,168	11,209	5,921	463	8,313	646	165,402	12,318	7.4	9.07
Kansas City	150,278	12,239	9,017	841	22,069	1,860	181,364	14,940	8.2	8.52
Lincoln	167,340	14,710	8,918	836	11,617	1,097	187,875	16,643	8.9	9.93
Oklahoma City	118,166	9,700	10,237	866	13,969	1,174	142,372	11,740	8.2	7.54
Salt Lake	94,841	7,953	7,976	737	11,858	944	114,675	9,634	8.4	16.05
Total	$ 1,172,290	$ 97,223	$ 77,352	$ 6,768	$ 112,876	$ 9,590	$ 1,362,518	$ 113,581	8.3	$ 8.56

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4-20-53

Commission's Exhibit 2630
Exhibit T-4
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JAX 374
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FEDERAL TRADE COMMISSION
6485 — 2605

JAX 376

Commission's Exhibit 26

EXHIBIT F

T.B.A. DIVISION SALES FOR APRIL 1953 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL		Per Cent	Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Albuquerque	$ 31,750	$ 2,902	$ 2,374	$ 217	$ 3,598	$ 335	$ 37,722	$ 3,454	9.2	$ 7.47
Butte	32,073	3,066	1,926	173	1,983	165	35,982	3,404	9.5	13.28
Chicago	40,493	3,059	3,301	284	2,405	210	46,199	3,553	7.7	4.80
Denver	32,984	2,942	3,678	303	9,219	751	45,881	3,996	8.8	6.25
Fort Worth	19,447	1,544	3,391	262	3,825	301	26,663	2,107	7.9	5.45
Houston	39,271	2,893	5,504	427	5,257	402	50,032	3,722	7.4	7.34
Kansas City	33,853	2,962	2,979	275	6,251	582	43,083	3,819	8.9	5.15
Lincoln	42,690	3,881	3,019	267	8,811	818	54,520	4,966	9.1	6.39
Oklahoma City	31,016	2,510	2,738	230	5,046	432	38,800	3,172	8.2	5.65
Salt Lake	27,801	2,337	2,692	232	5,099	468	35,622	3,037	8.5	11.09
Total	$ 331,478	$ 28,096	$ 31,602	$ 2,670	$ 51,494	$ 4,464	$ 414,574	$ 35,230	8.5	$ 6.54
Albuquerque	99,906	9,284	8,066	757	13,598	1,284	121,570	11,325	9.3	6.13
Butte	109,738	10,336	4,790	432	6,050	558	120,578	11,326	9.4	14.65
Chicago	140,950	10,964	11,858	1,023	6,185	545	158,991	12,532	7.9	4.81
Denver	210,600	17,539	15,444	1,286	24,700	1,997	250,744	20,822	8.3	9.87
Fort Worth	86,050	6,804	9,795	768	15,547	1,245	111,392	8,817	7.9	6.29
Houston	190,439	14,103	11,425	889	13,570	1,048	215,434	16,040	7.4	8.60
Kansas City	184,131	15,201	11,996	1,117	28,320	2,441	224,447	18,759	8.4	7.57
Lincoln	210,030	18,591	11,937	1,102	20,428	1,915	242,395	21,608	8.9	8.83
Oklahoma City	149,182	12,210	12,975	1,096	19,015	1,607	181,172	14,913	8.2	7.03
Salt Lake	122,742	10,290	10,668	969	16,957	1,412	150,367	12,671	8.4	14.52
Total	$ 1,503,768	$ 125,322	$ 108,954	$ 9,439	$ 164,370	$ 14,052	$ 1,777,092	$ 148,813	8.4	$ 7.99

BCM-KEB
5-25-53

FEDERAL TRADE COMMISSION
DOCKET 6495 EXHIBIT 263H

8169

JAX 376

Commission's Exhibit 2631

Exhibit T-6

225

T.B.A. DIVISION SALES FOR MAY 1953 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL		Per Cent	Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Albuquerque	$ 29,592	$ 2,584	$ 2,053	$ 187	$ 4,198	$ 381	$ 35,843	$ 3,152	8.8	$ 6.87
Butte	26,277	2,483	845	80	1,800	178	28,922	2,741	9.5	10.19
Chicago	47,172	3,663	4,397	361	2,547	209	54,116	4,233	7.8	5.28
Denver	41,394	3,484	2,639	220	6,243	500	50,276	4,204	8.4	6.39
Fort Worth	28,907	2,374	2,487	207	6,464	537	37,858	3,118	8.2	7.99
Houston	27,089	2,042	3,484	273	7,668	589	38,241	2,904	7.6	6.04
Kansas City	52,889	4,582	1,981	168	5,717	512	60,587	5,282	8.7	7.04
Lincoln	48,656	4,194	1,687	159	7,442	689	57,785	5,042	8.7	6.03
Oklahoma City	44,812	3,660	2,820	242	4,873	411	52,505	4,313	8.2	7.67
Salt Lake	25,226	2,225	1,844	166	4,208	393	31,278	2,784	8.9	9.71
Total	$ 372,014	$ 31,291	$ 24,237	$ 2,083	$ 51,160	$ 4,399	$ 447,411	$ 37,773	8.4	$ 6.82
Albuquerque	129,498	11,868	10,119	943	17,796	1,666	157,413	14,477	9.2	6.28
Butte	136,015	12,819	5,635	512	7,850	736	149,500	14,067	9.4	13.51
Chicago	188,122	14,627	16,255	1,384	8,732	754	213,109	16,765	7.9	4.92
Denver	251,994	21,023	18,083	1,506	30,943	2,496	301,020	25,025	8.3	9.05
Fort Worth	114,957	9,178	12,282	975	22,011	1,781	149,250	11,934	8.0	6.63
Houston	217,528	16,145	14,909	1,162	21,238	1,637	253,675	18,944	7.5	8.08
Kansas City	237,020	19,782	13,977	1,305	34,037	2,954	285,034	24,041	8.4	7.45
Lincoln	258,686	22,784	13,624	1,261	27,870	2,605	300,180	26,650	8.9	8.10
Oklahoma City	193,994	15,870	15,795	1,338	23,888	2,018	233,677	19,226	8.2	7.16
Salt Lake	147,968	12,514	12,512	1,136	21,165	1,805	181,645	15,455	8.5	11.38
Total	$ 1,875,782	$ 156,610	$ 133,191	$ 11,522	$ 215,530	$ 18,452	$ 2,224,503	$ 186,584	8.4	$ 7.72

114

BCM-MRM
6-18-53

6485 — 26+9

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37

377

T.B.A. DIVISION SALES FOR JUNE 1953 AND CUMULATIVE

	Tires and Tubes		Batteries		Accessories		Total		Per Cent	Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Albuquerque	$ 42,867	$ 4,037	$ 2,445	$ 219	$ 4,457	$ 423	$ 49,769	$ 4,679	9.4	$ 8.28
Butte	26,556	2,520	1,152	100	1,067	94	28,775	2,714	9.4	7.67
Chicago	61,585	4,801	4,152	373	4,672	409	70,409	5,584	7.9	6.30
Denver	54,155	4,516	4,172	340	8,122	651	66,449	5,507	8.3	6.60
Fort Worth	33,217	2,667	3,768	316	5,565	455	42,550	3,438	8.1	7.34
Houston	52,251	3,874	6,114	488	2,747	215	61,112	4,577	7.5	8.37
Kansas City	126,672	9,925	4,174	400	15,741	1,312	146,587	11,637	7.9	10.93
Lincoln	62,990	5,573	2,846	266	9,619	886	75,455	6,724	8.9	7.22
Oklahoma City	76,703	6,337	5,682	468	7,075	611	89,460	7,416	8.3	10.10
Salt Lake	36,248	3,084	2,517	226	4,247	378	43,012	3,688	8.6	10.29
Total	$ 573,244	$ 47,334	$ 37,022	$ 3,196	$ 63,312	$ 5,434	$ 673,578	$ 55,964	8.3	$ 8.61
Albuquerque	172,365	15,905	12,564	1,162	22,253	2,089	207,182	19,156	9.2	6.66
Butte	162,571	15,339	6,787	612	8,917	830	178,275	16,781	9.4	12.03
Chicago	249,707	19,428	20,407	1,757	13,404	1,163	283,518	22,349	7.9	5.20
Denver	306,149	25,539	22,255	1,846	39,065	3,147	367,469	30,532	8.3	8.45
Fort Worth	148,174	11,845	16,050	1,291	27,576	2,236	191,800	15,372	8.0	6.78
Houston	269,779	20,019	21,023	1,650	23,085	1,852	314,787	23,521	7.5	8.14
Kansas City	363,692	29,707	18,151	1,705	49,778	4,266	431,621	35,678	8.3	8.83
Lincoln	321,675	28,357	16,470	1,527	37,489	3,491	375,635	33,374	8.9	7.91
Oklahoma City	270,697	22,207	21,477	1,806	30,963	2,629	323,137	26,642	8.2	7.80
Salt Lake	184,216	15,598	15,029	1,362	25,412	2,183	224,657	19,143	8.5	12.64
Total	$ 2,449,026	$ 203,944	$ 170,213	$ 14,718	$ 278,842	$ 23,866	$ 2,898,081	$ 242,548	8.4	$ 7.91

Commission's Exhibit 263J

DAE-JG
7-17-53

6415 — 262

8471

JAX 378
Commission's Exhibit 378
Entry 7-8

T.B.A. DIVISION SALES FOR JULY 1953 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL			
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	Sales Per 1,000 Gallons of Gasoline
Albuquerque	$ 32,810	$ 3,018	$ 3,506	$ 331	$ 3,407	$ 318	$ 39,723	$ 3,667	9.2	$ 7.50
Butte	21,825	2,032	1,696	142	816	71	24,337	2,245	9.2	5.65
Chicago	58,310	4,729	3,633	318	2,516	223	64,459	5,270	8.2	6.25
Denver	69,102	5,733	10,020	814	7,437	620	86,559	7,167	8.3	8.24
Fort Worth	28,606	2,306	6,349	517	4,548	377	39,503	3,200	8.1	8.02
Houston	29,538	2,239	7,039	552	5,486	439	42,063	3,230	7.7	6.72
Kansas City	73,066	6,174	8,072	716	7,890	688	89,028	7,578	8.5	9.58
Lincoln	63,949	5,638	4,924	440	10,093	879	78,966	6,957	8.8	7.56
Oklahoma City	47,893	3,929	6,999	576	6,831	586	61,723	5,091	8.2	8.49
Salt Lake	26,791	2,374	4,846	444	4,210	376	35,847	3,194	8.9	8.55
Total	$ 451,890	$ 38,172	$ 57,084	$ 4,850	$ 53,234	$ 4,577	$ 562,208	$ 47,599	8.5	7.72
Albuquerque	205,175	18,923	16,070	1,494	25,660	2,406	246,905	22,823	9.2	6.23
Butte	184,396	17,371	8,483	753	9,733	902	202,612	19,026	9.4	10.59
Chicago	308,017	24,157	24,040	2,076	15,920	1,386	347,977	27,619	7.9	5.37
Denver	375,251	31,272	32,275	2,661	46,502	3,767	454,028	37,700	8.3	08.43
Fort Worth	176,780	14,151	22,399	1,808	32,124	2,613	231,303	18,572	8.0	6.96
Houston	299,317	22,257	28,062	2,202	29,471	2,292	356,850	26,751	7.5	7.94
Kansas City	436,658	35,882	26,223	2,421	57,668	4,952	520,549	43,255	8.3	8.95
Lincoln	386,625	33,995	21,394	1,867	47,582	4,369	455,601	40,331	8.9	7.87
Oklahoma City	318,590	26,136	28,476	2,381	37,794	3,215	384,860	31,732	8.2	7.90
Salt Lake	211,007	17,972	19,875	1,806	29,622	2,559	260,504	22,337	8.6	11.86
Total	$2,901,816	$242,116	$227,297	$19,569	$332,076	$28,461	$3,461,189	$290,146	8.4	7.88

RCM-EHR
8-19-53

FEDERAL TRADE COMMISSION
Docket 645 Exhibit 378

8172

T.B.A. DIVISION SALES FOR AUGUST 1953 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL			
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	Sales Per 1,000 Gallons of Gasoline
Albuquerque	$ 35,722	$ 3,329	$ 3,947	$ 355	$ 3,169	$ 286	$ 42,838	$ 3,970	9.2	$ 7.38
Butte	30,287	4,835	2,301	209	1,822	147	34,390	5,191	9.5	11.47
Chicago	51,257	3,880	5,547	476	2,852	247	59,656	4,603	7.7	6.08
Denver	59,903	4,976	6,275	511	6,785	532	72,963	6,019	8.2	6.59
Fort Worth	22,610	1,833	4,787	386	4,186	337	31,583	2,556	8.1	6.29
Houston	41,440	3,090	5,155	406	3,429	273	50,024	3,769	7.5	7.35
Kansas City	65,643	5,494	4,925	468	25,050	2,226	95,618	8,188	8.6	11.01
Lincoln	68,564	5,967	6,776	626	10,599	929	85,939	7,522	8.8	9.09
Oklahoma City	36,945	2,961	3,047	264	5,518	470	49,510	3,695	8.1	6.24
Salt Lake	44,113	3,728	4,237	386	3,606	327	51,956	4,441	8.5	11.13
Total	$ 476,464	$ 40,093	$ 46,997	$ 4,087	$ 67,016	$ 5,774	$ 590,477	$ 49,954	8.5	$ 8.07
Albuquerque	240,897	22,252	20,017	1,848	28,829	2,693	289,743	26,793	9.2	6.87
Butte	234,663	22,206	10,784	964	11,555	1,049	257,002	24,217	9.4	10.77
Chicago	359,274	28,037	29,587	2,552	18,772	1,633	407,633	32,222	7.9	5.46 +
Denver	435,154	36,249	38,550	3,171	53,287	4,299	526,991	43,719	8.3	8.12
Fort Worth	199,390	15,984	27,186	2,194	36,310	2,950	262,886	21,128	8.0	6.88
Houston	340,757	25,348	33,217	2,608	32,900	2,565	406,874	30,521	7.5	7.89
Kansas City	502,301	41,376	31,148	2,888	82,727	7,179	616,176	51,443	8.3	9.21
Lincoln	455,189	39,962	28,170	2,692	58,181	5,299	541,540	47,853	8.8	8.03
Oklahoma City	355,535	29,097	31,523	2,645	43,312	3,684	430,370	35,426	8.2	7.68
Salt Lake	255,129	21,699	24,112	2,193	33,228	2,886	312,460	26,778	8.6	11.73
Total	$3,378,280	$282,210	$274,294	$23,653	$399,101	$34,237	$4,051,675	$340,100	8.4	$ 7.91

RGM-RMK
9-16-53

JAX 379

Complainant's Exhibit 379

Exhibit 379

2631

2638

8173

T.B.A. DIVISION SALES FOR SEPTEMBER 1953 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL		Per Cent	Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Albuquerque	$ 24,710	$ 2,254	$ 4,423	$ 400	$ 4,117	$ 372	$ 33,250	$ 3,026	9.1	$ 6.29
Butte	21,282	1,962	3,025	260	1,295	110	25,602	2,332	9.1	6.66
Chicago	57,321	4,557	8,806	767	3,575	326	69,702	5,650	8.1	6.71
Denver	64,040	5,291	8,409	700	6,012	489	78,461	6,480	8.3	7.68
Fort Worth	22,442	1,812	5,902	498	6,196	490	34,540	2,800	8.1	6.30
Houston	53,331	3,876	6,060	483	4,763	368	64,154	4,727	7.4	9.39
Kansas City	79,949	6,112	9,935	833	12,726	1,103	102,610	8,048	7.8	10.88
Lincoln	91,398	8,125	9,161	843	11,322	995	111,881	9,963	8.9	11.74
Oklahoma City	46,321	3,702	7,371	608	6,266	530	59,958	4,840	8.1	7.84
Salt Lake	26,783	2,323	5,121	454	4,380	410	36,284	3,187	8.8	8.79
Total	$ 487,577	$ 40,014	$ 68,213	$ 5,846	$ 60,652	$ 5,193	$ 616,442	$ 51,053	8.3	$ 8.47
Albuquerque	265,607	24,506	24,440	2,248	32,946	3,065	322,993	29,818	9.2	6.81
Butte	255,945	24,168	13,809	1,222	12,850	1,159	282,604	26,549	9.4	10.20
Chicago	416,605	32,595	38,393	3,318	22,347	1,959	477,345	37,872	7.9	5.61
Denver	499,194	41,339	46,959	3,872	59,299	4,788	605,452	50,199	8.3	8.06
Fort Worth	221,832	17,796	33,088	2,692	42,506	3,440	297,426	23,928	8.0	6.80
Houston	394,088	29,223	39,277	3,091	37,663	2,933	471,028	35,247	7.5	8.06
Kansas City	582,290	47,487	41,065	3,721	95,453	8,282	718,768	59,491	8.3	9.42
Lincoln	546,587	48,087	37,331	3,436	69,503	6,294	653,421	57,816	8.8	8.49
Oklahoma City	401,896	32,799	38,894	3,253	49,578	4,214	490,328	40,266	8.2	7.70
Salt Lake	281,903	24,022	29,233	2,646	37,608	3,296	348,744	29,965	8.6	11.34
Total	$ 3,865,867	$ 322,222	$ 342,489	$ 29,499	$ 459,753	$ 39,430	$ 4,668,109	$ 391,151	8.4	$ 7.98

JAX 280
Commissions' Exhibit No.
Elmer T.

123

DAE-BGE
10-19-53

FEDERAL TRADE COMMISSION
EXHIBIT 1265 REPORTER 2639

8171

T.B.A. DIVISION SALES FOR OCTOBER 1953 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL		Per Cent	Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Albuquerque	$ 28,610	$ 2,615	$ 3,111	$ 287	$ 3,745	$ 362	$ 35,466	$ 3,264	9.2	$ 6.96
Butte	38,078	3,653	2,889	277	1,746	143	42,713	4,073	8.5	15.10
Chicago	43,365	3,444	6,733	588	2,421	217	52,519	4,250	8.1	5.06
Denver	49,415	4,188	8,577	716	7,694	616	65,686	5,520	8.4	7.57
Fort Worth	13,390	1,072	5,084	402	8,332	662	26,806	2,136	8.0	4.75
Houston	36,910	2,738	4,532	357	3,169	252	44,611	3,347	7.5	6.35
Kansas City	46,781	3,752	10,377	883	11,781	1,009	68,939	5,644	8.2	7.63
Lincoln	44,913	4,056	12,360	1,077	11,462	1,023	68,735	6,156	9.0	7.40
Oklahoma City	25,545	2,046	3,914	324	4,014	341	33,474	2,710	8.1	4.43
Salt Lake	32,211	2,718	6,343	551	4,508	401	43,062	3,670	8.5	11.59
Total	$ 359,218	$ 30,282	$ 63,920	$ 5,462	$ 58,872	$ 5,026	$ 482,011	$ 40,770	8.5	$ 6.96
Albuquerque	294,217	27,121	27,551	2,534	36,691	3,427	358,459	33,082	9.2	6.82
Butte	294,023	27,821	16,698	1,499	14,596	1,303	325,317	30,623	9.3	10.65
Chicago	499,970	36,038	45,126	3,907	24,768	2,177	569,864	42,122	7.9	5.55
Denver	548,609	45,727	55,536	4,587	66,993	5,404	671,138	55,718	8.3	8.01
Fort Worth	235,222	18,868	38,172	3,095	50,838	4,102	324,232	26,065	8.0	6.56
Houston	430,998	31,962	43,809	3,448	40,832	3,185	515,639	38,594	7.5	7.88
Kansas City	629,031	51,239	51,442	4,605	107,234	9,290	787,707	65,134	8.3	9.23
Lincoln	591,500	52,142	49,691	4,513	80,965	7,317	722,156	63,973	8.9	8.38
Oklahoma City	427,402	34,845	42,808	3,577	53,592	4,554	523,802	42,976	8.2	7.36
Salt Lake	314,114	26,740	35,576	3,197	42,116	3,698	391,806	33,635	8.6	11.36
Total	$ 4,225,086	$ 352,503	$ 406,409	$ 34,962	$ 518,625	$ 44,457	$ 5,150,120	$ 431,922	8.4	$ 7.87

DAE-EHE
11-19-53

FEDERAL TRADE COMMISSION
FILED

JAX 281
Commission's Exhibit 263N
Exhibit T-N
23

263-N

8175

T.B.A. DIVISION SALES FOR NOVEMBER 1953 AND CUMULATIVE

	Tires and Tubes		Batteries		Accessories		Total		Per Cent	Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Albuquerque	$ 41,861	$ 4,030	$ 4,136	$ 383	$ 3,429	$ 330	$ 49,426	$ 4,743	9.6	$ 9.79
Butte	15,212	1,468	2,181	187	2,497	207	19,890	1,862	9.1	8.01
Chicago	40,593	3,202	8,957	774	2,909	269	52,459	4,245	8.1	5.88
Denver	35,302	2,432	11,220	893	9,397	756	55,919	4,081	7.3	7.69
Fort Worth	11,535	1,101	3,733	314	5,640	489	20,908	1,904	9.1	4.18
Houston	33,027	2,504	6,819	530	4,392	343	44,238	3,377	7.6	6.75
Kansas City	44,097	3,434	8,860	777	13,902	1,200	66,859	5,411	8.1	8.31
Lincoln	56,827	5,076	14,935	1,389	13,381	1,230	85,143	7,695	9.0	10.93
Oklahoma City	27,327	2,307	4,735	392	6,928	583	38,990	3,282	8.4	5.27
Salt Lake	13,959	1,148	5,342	455	5,348	480	24,649	2,083	8.5	8.20
Total	$ 319,740	$ 26,642	$ 70,918	$ 6,094	$ 67,823	$ 5,887	$ 458,481	$ 38,623	8.4	$ 7.45
Albuquerque	336,078	31,151	31,687	2,917	40,120	3,757	407,885	37,825	9.3	7.08
Butte	309,235	29,229	18,879	1,686	17,093	1,510	345,207	32,425	9.4	10.45
Chicago	500,563	39,840	54,083	4,681	27,677	2,446	582,323	46,367	8.0	5.58
Denver	583,911	48,160	66,756	5,480	76,390	6,160	727,057	59,800	8.2	7.98
Fort Worth	246,757	19,969	41,905	3,408	56,478	4,591	345,140	27,968	8.1	6.35
Houston	464,025	34,466	50,688	3,978	45,224	3,508	559,877	41,972	7.5	7.78
Kansas City	673,128	54,673	60,302	5,382	121,136	10,490	854,566	70,545	8.3	9.15
Lincoln	648,327	57,219	64,626	5,903	94,346	8,546	807,299	71,668	8.9	8.59
Oklahoma City	454,729	37,152	47,543	3,969	60,520	5,137	562,792	46,258	8.2	7.16
Salt Lake	328,073	27,888	40,918	3,692	47,464	4,178	416,455	35,718	8.6	11.11
Total	$ 4,544,826	$ 379,147	$ 477,327	$ 41,056	$ 586,448	$ 50,343	$ 5,608,601	$ 470,546	8.4	$ 7.83

JAX 382

Commission's Exhibit 2630

EXHIBIT T-4

231

2630

FEDERAL TRADE COMMISSION
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JAX 383

Commission's Exhibit 203P

EXHIBIT T-13

231

T.B.A. DIVISION SALES FOR DECEMBER 1953 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL			
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	Sales Per 1,000 Gallons of Gasoline
Albuquerque	$ 27,753	$ 2,532	$ 2,301	$ 208	$ 5,400	$ 487	$ 35,454	$ 3,227	9.1	$ 6.84
Butte	18,842	1,786	2,482	230	2,843	231	24,167	2,247	9.3	10.86
Chicago	39,172	2,971	9,260	823	5,176	435	53,608	4,229	7.9	6.11
Denver	24,966	2,089	6,635	528	7,590	628	39,191	3,245	8.3	5.67
Fort Worth	9,120	731	2,137	177	6,516	530	17,773	1,433	8.1	3.23
Houston	6,668	579	2,073	166	5,353	417	14,094	1,162	8.2	2.00
Kansas City	41,983	3,324	7,820	666	11,354	971	61,157	4,961	8.1	7.59
Lincoln	47,784	4,213	11,068	1,038	9,752	925	68,604	6,176	9.0	9.18
Oklahoma City	15,406	1,148	3,301	274	4,997	425	23,704	1,847	7.8	3.09
Salt Lake	16,666	1,520	4,072	359	6,549	541	27,287	2,420	8.9	10.29
Total	$ [illegible]	$ 20,893	$ 51,149	$ 4,469	$ 65,530	$ 5,590	$ 365,039	$ 30,952	8.5	$ 5.94
Albuquerque	363,831	33,683	33,988	3,124	45,520	4,245	443,339	41,052	9.3	7.06
Butte	327,077	31,015	21,361	1,916	19,936	1,740	369,374	34,671	9.4	10.48
Chicago	546,304	42,847	63,535	5,524	32,905	2,885	642,744	51,256	8.0	5.68
Denver	608,877	50,248	73,391	6,009	83,980	6,787	766,248	63,044	8.2	7.82
Fort Worth	255,877	20,700	44,042	3,586	62,994	5,120	362,913	29,406	8.1	6.06
Houston	470,693	35,044	52,701	4,145	50,577	3,945	573,971	43,134	7.5	7.26
Kansas City	715,111	57,997	68,122	6,048	132,490	11,461	915,723	75,506	8.2	9.03
Lincoln	696,111	61,431	75,694	6,940	104,098	9,472	875,903	77,843	8.9	8.63
Oklahoma City	470,135	38,301	50,844	4,242	65,517	5,562	586,496	48,105	8.2	6.80
Salt Lake	344,739	29,408	44,990	4,011	54,013	4,719	443,742	38,138	8.6	11.05
Total	$ 4,799,755	$ 400,674	$ 528,668	$ 45,545	$ 652,030	$ 55,936	$ 5,980,453	$ 502,155	8.4	$ 7.69

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JAX 384

Commission's Exhibit 2630

EXHIBIT T-4

2634

T. B. A. DIVISION SALES FOR JANUARY 1954

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL		Per Cent	Sales Per 1,000 Gallons Gasoline
	Sales	Comm.	Sales	Comm.	Sales	Comm.	Sales	Comm.		
Albuquerque	$ 40,359	$ 3,624	$ 3,071	$ 278	$ 3,659	$ 343	$ 47,089	$ 4,245	9.0	$ 9.39
Butte	20,399	1,950	2,545	240	965	88	23,869	2,278	9.5	12.70
Chicago	57,969	4,709	7,149	607	2,743	256	67,861	5,572	8.2	8.58
Denver	46,052	3,733	7,428	621	5,849	465	59,329	4,819	8.1	9.19
Fort Worth	29,881	2,386	3,305	256	6,042	515	39,228	3,157	8.[illegible]	8.22
Houston	58,260	4,433	5,130	403	4,146	331	67,536	5,167	7.7	10.24
Kansas City	72,763	5,780	7,089	628	7,470	643	87,322	7,051	8.1	12.31
Lincoln	65,131	5,747	13,181	1,222	10,081	925	88,393	7,894	8.9	12.70
Oklahoma City	43,776	3,488	4,761	418	5,956	538	54,493	4,444	8.2	8.44
Salt Lake City	25,453	2,034	6,205	522	4,558	420	36,216	2,976	8.2	15.90
Total	$ 460,003	$ 37,684	$ 59,864	$ 5,195	$ 51,469	$ 4,524	$ 571,336	$ 47,603	8.3	$ 10.32

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FEDERAL TRADE COMMISSION
DOCKET 6415 EXHIBIT NO. 2630

8478

T.B.A. DIVISION SALES FOR FEBRUARY 1954 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL		Per Cent	Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Albuquerque	$ 52,854	$ 3,989	$ 2,882	$ 250	$ 4,956	$ 440	$ 60,692	$ 5,619	9.3	$ 12.90
Butte	22,111	2,132	2,414	221	2,264	212	26,789	2,565	9.6	15.04
Chicago	58,670	4,929	2,289	204	2,856	273	63,815	5,406	8.5	8.20
Denver	38,964	3,172	3,446	283	8,180	653	50,590	4,108	8.1	7.82
Fort Worth	27,058	2,108	3,099	238	9,849	750	40,006	3,096	7.7	7.83
Houston	23,528	1,792	2,128	168	3,661	294	29,317	2,254	7.7	4.35
Kansas City	75,279	5,550	6,200	536	13,225	1,036	94,704	7,122	7.5	12.84
Lincoln	61,410	5,195	8,536	802	13,169	1,234	83,115	7,231	8.7	12.60
Oklahoma City	45,883	3,561	4,620	396	7,647	677	58,150	4,634	8.0	8.53
Salt Lake	18,822	1,564	3,800	341	4,136	375	26,758	2,280	8.5	11.25
Total	$ 424,579	$ 34,932	$ 39,414	$ 3,439	$ 69,943	$ 5,944	$ 533,936	$ 44,315	8.3	$ 9.58
Albuquerque	93,213	8,553	5,953	528	8,615	783	107,781	9,864	9.2	11.21
Butte	42,470	4,082	4,959	461	3,229	300	50,658	4,843	9.6	13.84
Chicago	116,639	9,638	9,438	811	5,599	530	131,676	10,979	8.3	8.39
Denver	85,016	6,904	10,874	905	14,029	1,118	109,919	8,927	8.1	8.50
Fort Worth	56,939	4,494	6,404	493	15,891	1,265	79,234	6,252	7.9	8.02
Houston	81,788	6,224	7,258	572	7,807	625	96,853	7,421	7.7	7.26
Kansas City	148,042	11,331	13,289	1,164	20,695	1,679	182,026	14,174	7.8	12.58
Lincoln	126,541	10,942	21,717	2,024	23,250	2,159	171,508	15,125	8.8	12.65
Oklahoma City	89,659	7,048	9,381	814	13,603	1,215	112,643	9,077	8.1	8.49
Salt Lake	44,275	3,598	10,095	863	8,654	795	62,974	5,256	8.3	13.36
Total	$ 884,582	$ 72,814	$ 99,278	$ 8,635	$ 121,412	$ 10,469	$ 1,105,272	$ 91,918	8.3	$ 9.95

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Commission's Exhibit 263R
JAX 385
EXHIBIT T-15

FEDERAL TRADE COMMISSION
DOCKET NO. 6115

8179

Commission's Exhibit 2838

JAX 386

T.B.A. DIVISION SALES FOR MARCH 1954 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL		Per Cent	Sales per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Albuquerque	$ 16,092	$ 1,438	$ 2,589	$ 224	$ 3,570	$ 326	$ 22,151	$ 1,988	9.0	$ 4.51
Butte	19,774	1,901	2,112	202	2,514	241	24,400	2,344	9.6	10.90
Chicago	41,496	3,079	1,922	161	3,199	275	46,617	3,515	7.5	5.19
Denver	41,480	3,440	4,868	384	7,205	589	53,553	4,413	8.2	7.28
Fort Worth	18,691	1,717	2,913	241	4,694	435	26,298	2,393	9.1	4.80
Houston	23,329	1,878	3,436	273	4,657	363	31,622	2,514	8.0	4.26
Kansas City	51,329	4,000	2,158	179	11,735	1,031	65,222	5,210	8.0	8.05
Lincoln	47,320	4,179	4,640	426	12,077	1,109	64,037	5,714	8.9	8.15
Oklahoma City	34,266	2,779	2,780	237	5,200	458	42,246	3,474	8.2	9.70
Salt Lake	36,370	2,970	5,261	446	7,499	671	49,130	4,087	8.3	14.78
Total	$ 330,307	$ 27,381	$ 32,619	$ 2,773	$ 62,350	$ 5,498	$ 425,276	$ 35,652	8.4	$ 6.74
Albuquerque	109,265	9,992	8,482	792	12,185	1,108	129,932	11,852	9.1	8.94
Butte	62,284	5,984	7,071	663	5,743	541	75,098	7,188	9.6	12.72
Chicago	158,892	12,792	11,375	974	8,820	806	179,087	14,572	8.1	7.26
Denver	126,496	10,345	15,742	1,289	21,234	1,707	163,472	13,341	8.2	8.06
Fort Worth	75,630	6,211	9,317	734	20,585	1,700	105,532	8,645	8.2	6.87
Houston	105,317	8,101	10,694	845	12,464	988	128,475	9,934	7.7	6.19
Kansas City	199,371	15,331	15,447	1,343	32,430	2,710	247,248	19,384	7.8	10.95
Lincoln	173,861	15,121	26,357	2,450	35,327	3,269	235,545	20,840	8.8	11.00
Oklahoma City	123,925	9,827	12,161	1,051	18,803	1,673	154,889	12,551	8.1	7.49
Salt Lake	80,645	6,567	15,266	1,310	16,193	1,466	112,104	9,343	8.3	13.94
Total	$ 1,215,646	$ 100,271	$ 131,912	$ 11,411	$ 183,784	$ 15,968	$ 1,531,342	$ 127,650	8.3	$ 8.79

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JAX 387
Commission's Exhibit 283T
Exhibit T-4
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T.B.A. DIVISION SALES FOR APRIL 1954 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL			Sales Per 1,000 Gallons of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	
Albuquerque	$ 25,662	$ 2,278	$ 2,381	$ 214	$ 5,196	$ 468	$ 32,648	$ 2,960	9.1	$ 6.37
Butte	21,964	2,059	790	77	2,826	261	25,580	2,397	9.4	8.98
Chicago	69,231	5,319	3,074	269	5,535	507	77,840	6,095	7.8	8.05
Denver	45,583	3,735	4,081	329	8,856	710	58,810	4,774	8.1	7.21
Fort Worth	20,401	1,606	2,336	193	8,266	707	31,003	2,506	8.1	5.45
Houston	30,258	2,354	4,627	395	2,441	152	37,326	2,901	7.8	5.06
Kansas City	52,145	4,232	3,319	255	9,938	811	65,402	5,338	8.2	7.66
Lincoln	53,891	5,283	4,915	506	14,215	1,306	77,421	7,095	9.2	8.06
Oklahoma City	34,586	2,841	2,660	237	6,016	538	43,262	3,616	8.4	5.76
Salt Lake	24,708	2,142	3,073	280	5,299	508	33,160	2,930	8.8	9.56
Total	$ 382,688	$ 31,849	$ 31,216	$ 2,755	$ 68,588	$ 6,008	$ 482,492	$ 40,612	8.4	$ 7.10
Albuquerque	134,326	12,270	10,873	965	17,381	1,577	162,580	14,812	9.1	8.27
Butte	84,208	8,043	7,861	740	8,569	802	100,638	9,585	9.5	11.50
Chicago	220,532	18,149	14,463	1,245	14,498	1,327	257,493	20,721	8.0	7.50
Denver	172,419	14,082	19,773	1,618	30,090	2,416	222,282	18,115	8.1	[illegible]
Fort Worth	96,031	7,817	11,653	928	28,851	2,407	136,535	11,152	8.2	[illegible]
Houston	135,615	10,456	15,321	1,199	14,905	1,180	165,841	12,835	7.7	5.89
Kansas City	251,516	19,562	18,766	1,638	42,368	3,521	312,650	24,721	7.9	10.05
Lincoln	232,192	20,404	31,272	2,996	49,542	4,575	312,966	27,935	8.9	10.09
Oklahoma City	158,511	12,668	14,821	1,288	24,819	2,211	198,151	16,167	8.2	7.03
Salt Lake	105,833	8,710	18,339	1,390	21,492	1,973	145,664	12,273	8.4	12.62
Total	$ 1,598,743	$ 132,160	$ 163,142	$ 14,167	$ 252,515	$ 21,989	$ 2,014,400	$ 168,316	8.4	$ 8.32

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T.B.A. DIVISION SALES FOR MAY 1954 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL		Per Cent	Sales Per 1,000 Gal. of Gaso.
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Albuquerque	$ 26,258	$ 2,264	$ 2,724	$ 240	$ 4,301	$ 378	$ 33,283	$ 2,882	8.7	$ 6.46
Butte	25,200	2,410	780	76	1,246	110	27,226	2,596	9.5	8.32
Chicago	61,615	4,607	3,144	273	5,027	453	69,786	5,333	7.6	6.97
Denver	54,636	4,567	5,647	467	10,512	856	70,795	5,890	8.3	8.67
Fort Worth	28,888	2,259	2,777	234	9,974	800	41,639	3,293	7.9	7.45
Houston	53,738	4,091	3,631	291	4,030	312	61,399	4,694	7.6	8.78
Kansas City	54,459	4,415	4,445	385	10,718	893	69,622	5,693	8.2	8.00
Lincoln	70,062	6,256	4,838	435	18,299	1,621	93,199	8,312	8.9	9.29
Oklahoma City	50,204	3,512	4,671	384	6,060	530	60,935	4,426	7.3	8.04
Salt Lake	27,353	2,349	2,893	265	6,019	552	36,265	3,166	8.7	10.16
Total	$ 452,413	$ 36,730	$ 35,550	$ 3,050	$ 76,186	$ 6,595	$ 564,149	$ 46,285	8.2	$ 8.17
Albuquerque	160,584	14,534	13,597	1,205	21,682	1,955	195,863	17,694	9.0	7.90
Butte	109,408	10,453	8,641	816	9,815	912	127,864	12,181	9.5	10.64
Chicago	290,147	22,756	17,607	1,517	19,525	1,781	327,279	26,054	8.0	7.38
Denver	227,055	18,648	25,429	2,084	40,602	3,273	293,086	24,005	8.2	8.01
Fort Worth	124,919	10,076	14,430	1,162	38,825	3,297	178,174	14,445	8.1	6.69
Houston	189,353	14,547	18,952	1,491	18,935	1,491	227,240	17,529	7.7	6.47
Kansas City	305,975	23,978	23,211	2,023	53,086	4,413	382,272	30,414	8.0	9.60
Lincoln	302,214	26,660	36,480	3,392	67,841	6,195	406,535	36,247	8.9	9.91
Oklahoma City	208,715	16,180	19,492	1,673	30,879	2,740	259,086	20,593	7.9	7.24
Salt Lake	132,786	11,059	21,232	1,855	27,511	2,525	181,529	15,439	8.5	12.04
Total	$ 2,051,156	$ 168,891	$ 199,071	$ 17,218	$ 328,701	$ 28,492	$ 2,578,928	$ 214,601	8.3	$ 8.28

CUMULATIVE COMPARISON WITH PREVIOUS YEAR

	SALES		COMMISSION		SALES PER 1,000 GALLONS OF GASOLINE	
	1954	1953	1954	1953	1954	1953
Albuquerque	$ 195,863	$ 157,413	$ 17,694	$ 14,437	$ 7.90	$ 6.28
Butte	127,864	169,500	12,181	14,067	10.64	13.51
Chicago	327,279	213,109	26,054	16,765	7.38	4.92
Denver	293,086	301,020	24,005	25,025	8.01	9.05
Fort Worth	178,174	149,250	14,445	11,934	6.69	6.63
Houston	227,240	253,673	17,529	16,944	6.47	8.08
Kansas City	382,272	285,094	30,414	24,041	9.60	7.45
Lincoln	406,535	300,180	36,247	26,650	9.91	8.10
Oklahoma City	259,086	233,677	20,593	19,226	7.24	7.16
Salt Lake	181,529	171,645	15,439	15,455	12.04	11.38
Total	$ 2,578,928	$ 2,224,563	$ 214,601	$ 185,584	$ 8.28	$ 7.72

FEDERAL TRADE COMMISSION
DOCKET NO. 6100 EXHIBIT NO. 263 U

Commission's Exhibit 263U
Exhibit Tab
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8182

T.B.A. DIVISION SALES FOR JUNE 1954 AND CUMULATIVE

	Tires and Tubes		Batteries		Accessories		Total		Per Cent	Sales Per 1,000 Gal. of Gaso.
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Albuquerque	$ 32,080	$ 2,776	$ 2,172	$ 154	$ 5,704	$ 581	$ 39,956	$ 3,501	8.8	$ 6.52
Butte	33,763	3,327	1,356	129	4,653	446	39,772	3,902	9.8	10.42
Chicago	51,537	4,039	4,782	400	3,588	367	60,287	4,806	8.0	5.91
Denver	80,394	6,449	4,547	362	8,295	667	93,386	7,478	8.0	8.92
Fort Worth	32,360	2,750	4,041	316	10,587	873	47,588	3,939	8.3	7.17
Houston	50,397	3,941	5,066	412	3,701	292	59,124	4,645	7.9	8.15
Kansas City	75,115	6,155	5,133	442	14,003	1,167	94,251	7,764	8.2	9.10
Lincoln	73,076	6,332	4,773	494	14,594	1,327	92,443	8,053	8.7	8.72
Oklahoma City	49,273	3,754	4,256	356	6,454	580	59,983	4,690	7.8	6.24
Salt Lake	31,081	2,732	4,745	431	5,898	544	41,724	3,707	8.9	[illegible]
Total	$ 909,766	$ 42,255	$ 40,871	$ 3,466	$ 77,857	$ 6,794	$ 928,494	$ 52,515	8.4	$ 7.91
Albuquerque	192,664	17,310	15,769	1,399	27,386	2,486	235,819	21,195	9.0	7.62
Butte	143,171	13,760	9,997	944	14,468	1,358	167,636	16,082	9.6	10.54
Chicago	341,664	26,795	22,309	1,918	23,493	2,147	387,466	30,860	8.0	7.10
Denver	307,579	25,098	29,976	2,446	48,897	3,939	386,452	31,483	8.1	8.21
Fort Worth	157,879	12,826	18,471	1,478	49,412	4,080	225,762	18,384	8.1	6.78
Houston	239,720	18,488	24,018	1,903	22,636	1,783	286,374	22,174	7.7	6.75
Kansas City	361,039	30,133	28,344	2,465	67,089	5,580	476,523	38,178	8.0	9.90
Lincoln	375,890	32,992	41,253	3,816	82,435	7,522	498,978	44,330	8.9	9.66
Oklahoma City	257,988	19,934	23,748	2,029	37,333	3,320	319,069	25,283	7.9	7.03
Salt Lake	163,867	13,790	25,977	2,287	33,409	3,069	223,253	19,146	8.6	11.91
Total	$ 2,560,982	$ 211,146	$ 239,942	$ 20,685	$ 406,358	$ 35,284	$ 3,207,422	$ 267,115	8.3	$ 8.21

CUMULATIVE COMPARISON WITH PREVIOUS YEAR

	Sales		Commission		Sales Per 1,000 Gallons of Gasoline	
	1954	1953	1954	1953	1954	1953
Albuquerque	$ 235,819	$ 207,[illegible]	$ 21,195	$ 19,[illegible]	$ 7.62	$ 8.66
Butte	167,636	170,[illegible]	16,082	16,[illegible]	10.54	12.03
Chicago	387,466	283,[illegible]	30,860	22,[illegible]	7.10	[illegible]
Denver	386,452	397,469	31,483	30,[illegible]	8.21	8.45
Fort Worth	225,762	191,800	18,384	15,372	6.78	6.78
Houston	286,374	314,787	22,174	23,521	6.75	8.14
Kansas City	476,523	431,662	38,178	35,898	9.90	8.83
Lincoln	498,978	375,635	44,330	33,374	9.66	7.91
Oklahoma City	319,069	323,137	25,283	26,642	7.03	7.80
Salt Lake	223,253	224,657	19,146	19,143	11.91	12.64
Total	$ 3,207,422	$ 2,898,081	$ 267,115	$ 242,548	$ 8.21	$ 7.91

FEDERAL TRADE COMMISSION
EXHIBIT 263

JAY SEE
Commissioner's Exhibit No. V
Exhibit T-4

8183

T.B.A. DIVISION SALES FOR JULY 1954 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL		Per Cent	Sales Per 1,000 Gal. of Gasoline
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission		
Albuquerque	$ 40,496	$ 3,545	$ 4,809	$ 421	$ 6,272	$ 578	$ 51,577	$ 4,544	8.8	$ 9.08
Butte	35,141	3,346	1,086	100	3,910	378	40,137	3,824	9.5	8.43
Chicago	56,169	4,640	5,887	512	4,709	452	66,765	5,604	8.4	7.04
Denver	53,824	4,398	8.908	730	10,218	820	72,945	5,948	8.2	6.87
Fort Worth	38,300	2,984	5,984	484	8,953	725	53,237	4,198	7.9	9.72
Houston	47,630	3,560	7,628	598	3,184	251	58,442	4,409	7.5	8.20
Kansas City	97,344	7,641	11,597	1,017	15,029	1,324	123,970	9,982	8.0	13.71
Lincoln	77,922	6,630	8,441	746	13,308	1,207	99,671	8,583	8.6	8.92
Oklahoma City	43,151	3,432	7,751	664	6,382	552	57,284	4,648	8.1	7.64
Salt Lake	53,382	4,474	6,309	601	5,946	553	65,637	5,628	8.6	15.81
Total	$ 543,399	$ 44,650	$ 68,395	$ 5,873	$ 77,911	$ 6,840	$ 689,665	$ 57,363	8.3	$ 9.20
Albuquerque	233,160	20,855	20,578	1,820	33,658	2,863	287,396	25,538	8.9	7.85
Butte	178,312	17,127	11,083	1,044	18,378	1,735	207,773	19,907	9.6	10.05
Chicago	397,853	31,435	28,276	2,430	28,202	2,599	454,331	36,464	8.0	7.09
Denver	361,403	29,496	38,879	3,176	59,115	4,759	459,397	37,431	8.1	7.96
Fort Worth	196,179	15,810	24,455	1,962	58,365	4,805	278,999	22,577	8.1	7.20
Houston	287,340	22,048	31,646	2,501	25,820	2,034	344,806	26,583	7.7	6.96
Kansas City	478,434	37,774	39,941	3,482	82,118	6,904	600,493	48,160	8.0	10.14
Lincoln	453,212	39,622	49,694	4,562	95,743	8,729	598,649	52,913	8.8	9.53
Oklahoma City	301,139	23,366	31,499	2,693	43,715	3,872	376,353	29,931	7.9	7.12
Salt Lake	217,249	18,264	32,286	2,888	39,355	3,622	288,890	24,774	8.6	12.27
Total	$ 3,104,262	255,797	308,337	26,558	484,469	41,922	3,897,087	324,278	8.3	8.37

COMPARATIVE COMMISSIONS WITH PREVIOUS YEAR

	SALES		COMMISSION		SALES PER 1,000 GALLONS OF GASOLINE	
	1954	1953	1954	1953	1954	1953
Albuquerque	$ 287,396	$ 246,305	$ 25,538	$ 22,825	$ 7.85	$ 6.23
Butte	207,773	202,612	19,907	19,028	10.05	10.99
Chicago	454,331	347,977	36,464	27,619	7.09	5.37
Denver	459,397	454,088	37,431	37,720	7.96	8.43
Fort Worth	278,999	231,303	22,577	18,572	7.20	6.96
Houston	344,806	356,890	26,583	26,751	6.96	7.94
Kansas City	600,493	520,549	48,160	43,255	10.14	8.95
Lincoln	598,649	455,601	52,913	40,331	9.53	7.87
Oklahoma City	376,353	384,860	29,931	31,732	7.12	7.90
Salt Lake City	288,890	269,504	24,774	22,337	12.27	11.86
Total	$ 3,897,087	3,461,189	$ 324,278	$ 290,146	$ 8.37	$ 7.88

FEDERAL TRADE COMMISSION
DOCKET No. 6410 EXHIBIT No. 2634

Exhibit T-80
Commissioner's Exhibit
JAX 280

8181

Commission's Exhibit 263X

JAX 201

T.B.A. DIVISION SALES

FOR AUGUST 1954 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL				FOR AUGUST 1953 AND CUMULATIVE TOTAL T.B.A.		
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	Sales Per 1,000 Gal. of Gaso.	Sales	Commission	Sales Per 1,000 Gal. of Gaso.
Albuquerque	$ 35,944	$ 3,241	$ 4,812	$ 436	$ 4,954	$ 456	$ 45,[illegible]	$ [illegible],133	9.4	$ 8.76	$ 42,838	$ 3,970	$ 7.38
Butte	24,169	2,479	2,579	234	3,461	337	30,2[illegible]	3,050	10.0	5.70	54,390	5,191	11.47
Chicago	50,751	4,020	7,099	598	3,914	353	61,76[illegible]	4,971	8.0	9.14	59,656	4,603	6.08
Denver	51,769	4,237	8,912	725	8,914	734	69,595	5,696	8.2	6.21	72,963	6,019	6.59
Fort Worth	23,213	1,813	8,257	668	9,583	816	41,053	3,297	8.0	7.60	31,583	2,556	6.29
Houston	42,849	3,268	7,465	585	3,611	280	53,925	4,133	7.7	7.53	50,024	3,769	7.55
Kansas City	57,532	4,661	9,258	783	19,225	1,661	86,015	7,105	8.3	9.75	95,618	8,188	11.01
Lincoln	72,661	6,309	10,679	919	11,370	1,016	94,710	8,244	8.7	9.65	85,939	7,522	9.09
Minneapolis	16,594	1,261	995	94	987	91	18,516	1,446	7.8	8.34	-	-	-
Oklahoma City	55,101	4,251	8,139	702	7,668	672	70,908	5,625	7.9	9.11	45,510	3,695	6.24
Salt Lake	31,065	2,737	8,328	737	6,430	605	45,823	4,079	8.9	10.38	51,956	4,441	11.13
Total	$ 461,648	$ 38,277	$ 76,523	$ 6,481	$ 80,057	$ 7,021	$ 618,228	$ 51,779	8.4	$ 8.34	$ 590,477	$ 49,954	$ 8.07
Albuquerque	269,104	24,096	25,390	2,255	38,612	3,319	333,106	29,670	8.9	7.96	289,743	26,793	6.87
Butte	202,481	19,605	13,662	1,278	21,839	2,073	237,982	22,956	9.6	9.16	257,002	24,217	10.77
Chicago	448,604	35,455	35,375	3,028	32,116	2,952	516,095	41,435	8.0	7.29	407,633	32,222	5.46
Denver	413,172	33,733	47,791	3,901	68,029	5,492	528,992	43,126	8.1	7.68	526,991	43,719	8.12
Fort Worth	219,392	17,623	32,712	2,629	67,948	5,621	320,052	25,873	8.1	7.25	262,886	21,128	6.88
Houston	330,189	25,315	39,111	3,086	29,431	2,315	398,731	30,716	7.7	7.03	406,8[illegible]	30,521	7.89
Kansas City	535,966	42,435	49,199	4,265	101,343	8,566	686,508	55,266	8.1	10.09	616,176	51,443	9.21
Lincoln	525,873	45,930	60,373	5,481	107,113	9,746	693,359	61,157	8.8	9.55	541,540	47,853	8.03
Minneapolis (1 mo.)	16,594	1,261	995	94	987	91	18,516	1,446	7.8	8.34	-	-	-
Oklahoma City	356,240	27,618	39,638	3,394	51,383	4,543	447,261	35,555	7.9	7.37	430,370	35,426	7.68
Salt Lake	248,314	21,002	40,614	3,624	45,785	4,228	334,713	28,854	8.6	11.97	312,460	26,778	11.73
Total	$ 3,565,929	$ 294,073	$ 384,860	$ 33,035	$ 564,526	$ 48,946	$ 4,515,315	$ 376,054	8.3	$ 8.36	$ 4,051,675	$ 340,100	$ 7.91

JH-HSK
9-20-54

Exhibit 263X

263X

8185

JAX 300

Commission's Exhibit 241

Exhibit T-22

T.B.A. DIVISION SALES

FOR SEPTEMBER 1954 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL				FOR SEPTEMBER 1953 AND CUMULATIVE TOTAL T.B.A.		
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	Sales Per 1,000 Gal. of Gaso.	Sales	Commission	Sales Per 1,000 Gal. of Gaso.
Albuquerque	$ 41,2[illegible]	$ 3,677	$ 3,542	$ 307	$ 5,114	$ 469	$ 50,047	$ 4,453	8.9	$ 9.79	$ 33,250	$ 3,026	$ 6.29
Butte	38,391	3,315	2,462	256	3,000	443	41,853	3,994	9.5	10.16	25,602	2,332	6.66
Chicago	48,497	3,405	8,058	697	2,159	189	58,714	4,289	7.3	8.23	69,702	5,690	6.71
Denver	69,799	5,235	9,037	744	10,165	809	89,001	6,788	7.9	8.37	78,461	6,140	7.08
Fort Worth	30,665	2,495	4,015	334	7,439	637	42,119	3,466	8.2	7.00	34,340	2,820	6.30
Houston	44,471	3,421	7,058	581	4,910	404	56,479	4,406	7.8	7.81	64,254	4,787	9.39
Kansas City	83,162	6,215	11,122	1,024	18,774	1,602	113,058	8,841	7.8	12.24	[illegible]	8,048	10.88
Lincoln	82,630	6,587	12,124	1,097	16,177	1,489	110,931	9,143	8.5	10.52	111,[illegible]	9,[illegible]	11.74
Minneapolis	16,676	1,074	2,019	188	642	57	19,337	1,299	6.7	9.69	-	-	-
Oklahoma City	53,474	4,079	7,701	693	9,469	815	70,644	5,587	7.8	9.22	[illegible]	4,[illegible]	7.8[illegible]
Salt Lake City	34,210	2,961	6,598	600	5,876	554	46,684	4,115	8.8	11.24	[illegible]	3,[illegible]	9.12
Total	$ 535,366	$ 42,792	$ 79,126	$ 6,141	$ 85,305	$ 7,408	$ 694,997	$ 56,621	8.1	$ 9.50	$ [illegible]	$ 52,053	$ 8.47
Albuquerque	310,495	27,773	28,932	2,582	43,726	3,788	383,153	34,143	8.9	8.26	[illegible]	[illegible]	6.81
Butte	236,872	22,919	16,124	1,514	25,899	2,517	279,895	26,950	9.6	9.69	[illegible]	[illegible]	10.20
Chicago	497,111	38,899	43,442	3,724	34,275	3,140	574,828	45,763	7.9	7.38	477,344	[illegible]	5.42
Denver	478,971	38,588	35,848	4,014	78,164	6,332	593,983	48,934	8.1	7.77	[illegible]	[illegible]	8.06
Fort Worth	290,057	20,118	35,787	2,983	75,387	6,238	368,171	29,339	8.1	7.32	[illegible]	[illegible]	6.80
Houston	374,660	28,737	66,249	3,687	34,341	2,718	455,210	35,142	7.7	7.12	[illegible]	[illegible]	8.06
Kansas City	629,128	48,651	64,321	3,289	189,117	14,188	882,566	66,128	8.0	10.35	[illegible]	[illegible]	9.42
Lincoln	608,303	52,847	72,497	6,578	185,890	11,175	866,690	70,600	8.7	9.71	[illegible]	[illegible]	8.49
Minneapolis	33,270	2,335	3,024	261	1,569	149	37,863	2,745	7.2	8.76	-	-	-
Oklahoma City	409,714	32,697	47,339	4,047	66,832	5,338	517,885	42,102	7.8	7.58	[illegible]	[illegible]	7.70
Salt Lake City	282,524	33,963	47,232	4,844	51,461	4,762	381,217	43,569	8.6	11.87	[illegible]	[illegible]	11.34
Total	$ 4,101,305	$ 336,867	$ 458,985	$ 39,473	$ 650,031	$ 56,355	$ 5,210,321	$ 432,695	8.3	$ 8.50	$ 4,[illegible]	$ 3[illegible]	$ 7.98

JCM-EPR
10-20-54

8186

JAX 206

Complainant's Exhibit 2032-1

Exhibit F-23

2632

S.P.A. DIVISION SALES

FOR OCTOBER 1951 AND CUMULATIVE

Area	Sales	Sales Quota	%	Sales	Quota	%	Sales	Quota	%	Sales	Quota	%	Sales	Quota	%	Sales	Quota	%
Albuquerque																		
Boise																		
Denver																		
Fort Worth																		
Kansas City																		
Lincoln																		
Minneapolis																		
Oklahoma City																		
Salt Lake City																		
Total																		

FOR OCTOBER 1951 AND CUMULATIVE

Area	Sales	Quota	%	Sales	Quota	%	Sales	Quota	%	Sales	Quota	%	Sales	Quota	%	Sales	Quota	%
Albuquerque																		
Boise																		
Denver																		
Fort Worth																		
Kansas City																		
Lincoln																		
Minneapolis																		
Oklahoma City																		
Salt Lake City																		
Total																		

T.B.A. DIVISION SALES

FOR NOVEMBER 1954 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL				FOR NOVEMBER 1953 AND CUMULATIVE TOTAL T.B.A.		
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	Sales Per 1,000 Gal. of Gaso.	Sales	Commission	Sales Per 1,000 Gal. of Gaso.
Albuquerque	$ 44,426	$ 4,019	$ 2,905	$ 257	$ 4,686	$ 436	$ 52,017	$ 4,712	9.1	$ 9.97	$ 49,426	$ 4,743	$ 9.79
Butte	25,971	2,501	2,608	249	2,346	228	30,925	2,978	9.6	11.75	19,890	1,802	8.01
Chicago	34,201	2,665	6,458	537	4,618	378	45,277	3,580	7.9	6.69	52,459	4,385	5.88
Denver	42,461	3,386	8,880	698	7,635	621	58,976	4,705	7.9	7.44	55,819	4,081	7.69
Fort Worth	19,696	1,574	5,895	491	9,040	744	34,631	2,809	8.1	5.95	20,908	1,904	4.18
Houston	37,966	2,896	4,586	366	3,573	284	46,125	3,546	7.6	6.22	44,298	3,377	6.75
Kansas City	48,505	4,051	11,085	951	11,028	953	70,533	5,955	8.4	8.12	66,859	5,411	8.31
Lincoln	61,678	5,163	11,527	1,041	15,599	1,412	88,804	7,616	8.6	9.59	85,143	7,695	10.98
Minneapolis	12,484	1,027	2,608	236	668	64	15,760	1,327	8.4	7.59	-	-	-
Oklahoma City	32,671	2,560	5,848	492	7,127	626	45,646	3,678	8.1	6.28	38,990	3,282	5.27
Salt Lake City	20,154	1,601	4,857	425	6,540	561	31,551	2,587	8.2	13.95	24,649	2,083	8.20
Spokane	1,820	782	1,270	127	2,345	234	11,435	1,143	10.0	38.24	-	-	-
Total	$ 367,993	$ 32,185	$ 68,427	$ 5,870	$ 75,180	$ 6,541	$ 531,600	$ 44,596	8.4	$ 8.10	$ 458,481	$ 38,685	$ 7.45
Albuquerque	392,841	35,227	36,410	3,240	52,735	4,600	481,986	43,087	8.9	8.39	407,885	37,885	7.08
Butte	289,730	28,017	21,444	2,026	32,568	3,071	343,742	33,114	9.6	9.65	345,897	32,425	10.45
Chicago	566,608	44,398	37,883	4,232	42,417	3,820	666,908	53,150	7.9	7.29	582,325	46,397	5.38
Denver	558,445	45,351	76,319	6,215	93,902	7,564	728,866	59,130	8.1	7.60	727,057	59,800	7.38
Fort Worth	285,120	22,940	45,809	3,706	91,811	7,596	422,740	34,242	8.1	6.83	345,140	27,968	4.35
Houston	441,166	33,652	55,896	4,438	41,872	3,318	538,934	41,408	7.7	6.86	559,877	41,972	7.78
Kansas City	714,186	56,700	83,431	7,275	147,715	12,582	945,332	76,557	8.1	9.38	894,366	70,549	9.15
Lincoln	721,097	62,443	96,491	8,733	154,618	14,011	972,196	85,187	8.7	9.82	807,289	72,668	8.59
Minneapolis	64,869	4,857	8,573	753	3,389	323	76,631	5,933	7.7	9.22	-	-	-
Oklahoma City	479,713	37,193	59,863	5,105	75,612	6,664	615,188	48,962	7.9	7.41	562,792	46,258	7.16
Salt Lake City	320,245	27,107	58,287	5,185	65,420	5,826	441,952	38,120	8.6	11.33	416,455	35,718	11.11
Spokane	1,820	782	1,270	127	2,345	234	11,435	1,143	9.9	38.24	-	-	-
Total	$ 4,841,750	$ 398,667	$ 601,676	$ 51,735	$ 802,404	$ 69,629	$ 6,245,830	$ 520,031	8.3	$ 8.35	$ 5,608,621	$ 470,546	$ 7.83

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Commissioner's Exhibit 2632-3

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FEDERAL TRADE COMMISSION
FILED 26371

T.B.A. DIVISION SALES

FOR DECEMBER 1954 AND CUMULATIVE

	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL				FOR DECEMBER 1953 AND CUMULATIVE TOTAL T.B.A.		
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	Sales Per 1,000 Gal. of Gasp.	Sales	Commission	Sales Per 1,000 Gal. of Gasp.
Albuquerque	$ 39,420	$ 3,359	$ 4,418	$ 388	$ 4,691	$ 429	$ 48,529	$ 4,176	8.6	$ 10.13	$ 35,494	$ 3,287	$ 6.84
Butte	18,855	1,838	3,696	338	2,809	257	25,360	2,433	9.6	11.74	24,287	2,287	10.86
Chicago	34,523	2,770	7,889	633	6,084	505	47,836	3,908	8.2	7.52	53,608	4,289	6.11
Denver	31,711	2,483	8,562	677	5,772	454	46,045	3,614	7.8	6.49	39,182	3,245	5.07
Fort Worth	25,347	1,868	3,889	306	7,350	628	36,780	2,802	7.6	6.28	17,773	1,438	3.23
Houston	29,881	2,249	5,158	415	3,992	320	38,331	2,984	7.8	5.22	14,054	1,162	2.00
Kansas City	57,646	4,397	5,020	449	8,343	695	70,989	5,741	8.0	8.84	62,157	4,561	7.52
Lincoln	62,356	5,487	9,045	886	13,308	1,215	84,689	7,588	9.0	11.10	68,604	6,176	9.18
Minneapolis	13,387	1,148	1,937	194	873	86	16,197	1,428	8.8	9.97	-	-	-
Oklahoma City	33,799	2,431	3,637	380	5,071	444	42,507	3,195	7.5	6.06	25,704	1,847	3.09
Salt Lake City	21,453	1,774	5,996	333	5,294	467	32,703	2,574	8.2	9.30	27,287	2,460	10.59
Spokane	5,687	458	1,149	97	2,594	214	9,430	809	8.6	10.00	-	-	-
Total	$ 373,525	$ 30,642	$ 60,270	$ 5,235	$ 66,341	$ 5,714	$ 500,136	$ 41,591	8.3	$ 8.09	$ 365,039	$ 30,591	$ 5.94
Albuquerque	432,261	38,586	40,828	3,608	57,426	5,049	530,515	47,263	8.9	8.32	443,339	41,052	7.06
Butte	308,585	29,895	25,140	2,365	35,377	3,388	369,102	35,648	9.6	9.77	369,374	34,671	10.48
Chicago	601,131	47,188	65,112	5,365	48,501	4,305	714,744	57,058	8.0	7.30	642,744	51,256	5.68
Denver	590,136	47,834	85,081	6,892	99,674	8,018	774,911	62,744	8.1	7.33	766,848	63,044	7.82
Fort Worth	310,447	24,809	48,692	4,011	99,361	8,284	458,380	37,044	8.1	6.78	362,515	28,406	6.06
Houston	470,387	35,921	61,094	4,894	45,884	3,637	577,865	44,452	7.7	6.72	573,971	43,134	7.86
Kansas City	771,832	61,897	88,431	7,724	156,058	13,275	1,016,321	82,896	8.0	9.50	915,723	73,306	9.03
Lincoln	783,943	68,070	106,136	9,619	167,926	15,286	1,057,605	92,915	8.8	9.69	875,903	77,843	8.68
Minneapolis	78,196	6,005	10,310	947	4,262	409	92,768	7,361	7.9	9.10	-	-	-
Oklahoma City	513,512	39,684	63,320	5,425	80,683	7,109	657,695	52,218	7.9	7.30	506,496	48,105	6.80
Salt Lake City	341,698	28,880	64,843	5,718	68,714	6,358	474,655	40,894	8.6	11.26	443,742	38,138	11.05
Spokane	13,977	1,280	2,419	224	4,299	148	20,695	1,552	7.4	10.43	-	-	-
Total	$ 5,219,273	$ 429,309	$ 661,946	$ 56,972	$ 888,745	$ 75,344	$ 6,745,966	$ 561,625	8.3	$ 8.33	$ 5,980,433	$ 502,193	$ 7.89

BAE-DE
1-17-55

Commission's Exhibit 2612-A

JAX 383

8191

26323

T.B.A. DIVISION SALES

Division	TIRES AND TUBES Sales	TIRES AND TUBES Commission	BATTERIES Sales	BATTERIES Commission	ACCESSORIES Sales	ACCESSORIES Commission	TOTAL Sales	TOTAL Commission	Per Cent	Sales Per 1,000 Gal. of Gasoline	% of Difference	TOTAL T.B.A. Sales	TOTAL T.B.A. Commission	Sales Per 1,000 Gal. of Gasoline
	FOR JANUARY 1955											FOR JANUARY 1956		
Albuquerque	$ 31,265	$ 2,699	$ 3,311	$ 292	$ 6,757	$ 562	$ 41,834	$ 3,493	8.3	$ 8.90	[illegible]	$ 47,689	$ 4,845	$ 9.59
Butte	17,221	1,642	2,498	240	1,898	182	21,457	2,064	9.6	10.57	[illegible]	23,849	2,278	12.70
Chicago	51,403	4,187	3,339	287	5,253	407	59,997	4,841	8.1	10.23	92.7	48,327	3,564	7.76
Denver	58,722	4,746	8,925	727	7,198	564	74,843	6,047	8.1	10.79	112.0	59,389	4,819	9.19
Fort Worth	24,410	1,837	4,970	378	7,819	590	37,399	2,805	7.5	7.12	7.0	39,288	3,157	8.22
Houston	50,984	3,585	3,085	288	3,832	288	58,699	4,161	7.7	8.50	[illegible]	67,336	5,167	10.24
Kansas City	70,374	5,837	7,314	625	10,432	865	87,920	7,335	8.4	12.21	[illegible]	87,388	7,651	12.31
Lincoln	79,823	6,587	9,760	828	14,921	1,343	104,494	8,758	8.4	14.79	[illegible]	88,393	7,894	12.70
Minneapolis	7,363	579	1,387	105	390	36	9,080	760	8.1	5.44	[illegible]	19,334	1,588	11.68
Oklahoma City	36,265	2,858	4,977	440	6,679	595	47,921	3,893	8.1	6.71	[illegible]	54,493	4,444	8.44
Salt Lake City	35,557	2,987	7,494	655	6,081	563	48,084	4,205	8.4	18.82	[illegible]	36,228	2,916	13.90
Spokane	1,810	122	267	21	2,307	245	3,998	388	9.9	16.82	[illegible]	-	-	-
Varnett	7,088	590	352	30	38	1	7,438	621	7.8	11.96	[illegible]	-	-	-
Total	$ 472,231	$ 38,146	$ 58,195	$ 4,977	$ 73,585	$ 6,869	$ 603,949	$ 49,842	8.2	$ 10.39	[illegible]	$ 572,336	$ 47,693	$ 10.32
% of Total Sales	78.2%		9.6%		12.2%									
Sales over 1955	$12,228		-$1,662		$22,054		$32,613							
% Increase over 1955	2.66%		-2.77%		42.8%		5.7%							

2-18-55

Commission's Exhibit 26A
Exhibit T-86

FEDERAL TRADE COMMISSION
DOCKET No. 6485 EXHIBIT No. 26323

8:198

T.B.A. DIVISION SALES

FEBRUARY 1955 VERSUS FEBRUARY 1954

Division	Month of February 1955: Tires and Tubes Sales	Tires and Tubes Commission	Batteries Sales	Batteries Commission	Accessories Sales	Accessories Commission	Total T.B.A. Sales	Total T.B.A. Commission	Per Cent	Sales Per 1,000 Gal. of Gasoline	Month of February 1954: Total T.B.A. Sales	Total T.B.A. Commission	Sales Per 1,000 Gal. of Gasoline
Albuquerque	$ 31,875	$ 2,772	$ 4,548	$ 410	$ 4,700	$ 465	$ 40,525	$ 3,647	8.7	$ 8.46	$ 60,622	$ 5,619	$ 12.90
Boise	35,771	3,023	2,238	215	2,814	251	40,823	3,488	9.7	24.56	38,739	2,963	15.04
Chicago	59,[illegible]	3,897	9,197	821	3,597	306	69,[illegible]	4,[illegible]	7.7	11.69	65,[illegible]	5,[illegible]	8.10
Corpus Christi	14,[illegible]	1,[illegible]	1,[illegible]	116	1,598	135	18,383	1,[illegible]	8.2	-	-	-	-
Denver	34,[illegible]	2,[illegible]	7,[illegible]	574	7,580	638	49,139	4,016	8.2	7.93	38,[illegible]	1,[illegible]	7.82
Fort Worth	18,[illegible]	1,589	3,[illegible]	248	7,323	355	29,[illegible]	2,[illegible]	7.5	5.38	48,[illegible]	3,[illegible]	7.83
Houston	17,[illegible]	1,371	2,[illegible]	180	325	21	20,[illegible]	1,[illegible]	7.9	-	28,317	2,[illegible]	-
Kansas City	61,[illegible]	4,713	3,[illegible]	219	10,[illegible]	938	81,[illegible]	6,[illegible]	7.9	12.08	54,[illegible]	7,[illegible]	12.56
Lincoln	66,[illegible]	5,[illegible]	16,511	1,[illegible]	13,649	1,[illegible]	95,[illegible]	7,757	8.2	16.41	82,[illegible]	7,[illegible]	12.60
Minneapolis	16,526	1,[illegible]	2,[illegible]	218	1,130	130	20,[illegible]	1,[illegible]	8.6	13.11	-	-	-
New Orleans	14,[illegible]	1,[illegible]	2,[illegible]	158	833	96	17,[illegible]	1,[illegible]	7.4	-	-	-	-
Oklahoma City	53,[illegible]	3,[illegible]	5,[illegible]	411	8,351	709	66,[illegible]	5,[illegible]	7.5	9.86	58,159	4,[illegible]	8.53
Salt Lake City	25,083	2,[illegible]	6,197	758	5,748	717	35,[illegible]	2,[illegible]	8.3	16.42	26,758	2,[illegible]	11.85
Spokane	9,303	777	1,[illegible]	85	2,022	165	12,[illegible]	1,[illegible]	8.3	10.31	-	-	-
Westcott	3,[illegible]	[illegible]	478	44	163	16	3,[illegible]	[illegible]	8.1	5.07	-	-	-
Total	$ 446,434	$ 35,850	$ 72,306	$ 6,150	$ 73,149	$ 6,256	$ 591,389	$ 48,256	8.1	$ 10.86	$ 533,996	$ 44,315	$ 9.98

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3-16-55

FEDERAL TRADE COMMISSION
[illegible]

Commission's Exhibit No. 2
Exhibit T-89
JX XVI

8193

T.B.A. DIVISION SALES

MARCH 1955 VERSUS MARCH 1954

Division	MONTH OF MARCH 1955										MONTH OF MARCH 1954		
	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL T.B.A.				TOTAL T.B.A.		
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	Sales per 1,000 Gal. of Gaso.	Sales	Commission	Sales Per 1,000 Gal. of Gaso.
Albuquerque	$ 35,943	$ 3,163	$ 3,087	$ 279	$ 5,640	$ 469	$ 44,670	$ 3,911	8.8	$ 8.95	$ 22,151	1,988	$ 4.51
Butte	29,366	2,804	3,690	346	4,580	447	37,636	3,597	9.6	17.30	24,400	2,344	10.90
Chicago	26,858	1,846	2,566	229	6,340	501	35,764	2,576	7.2	5.52	46,617	3,515	5.19
Corpus Christi	15,188	1,223	1,136	101	839	83	17,163	1,406	8.2	8.33	8,415	627	4.53
Denver	27,721	2,226	5,764	444	6,181	473	39,666	3,143	7.9	5.34	53,553	4,413	7.28
Fort Worth	20,619	1,596	4,156	319	6,491	491	31,266	2,406	7.7	5.29	26,298	2,393	4.80
Houston	10,557	793	1,025	79	2,319	174	13,901	1,046	7.5	5.66	9,157	798	3.69
Kansas City	51,727	3,961	5,683	484	11,843	1,010	69,253	5,455	7.9	8.08	65,222	5,210	8.05
Lincoln	55,090	4,952	5,414	514	13,842	1,237	74,346	6,703	9.0	8.81	64,037	5,714	8.15
Minneapolis	12,685	1,177	690	74	1,220	118	14,595	1,369	9.4	7.93	-	-	-
New Orleans	18,528	1,364	1,251	95	1,522	126	21,301	1,585	7.4	6.30	14,050	1,089	4.62
Oklahoma City	36,294	2,691	3,553	289	5,830	515	45,677	3,495	7.7	5.84	42,246	3,474	5.70
Salt Lake City	20,612	1,798	2,980	261	6,201	548	29,793	2,606	8.7	~~7.90~~ 7.79	49,130	4,087	14.78
Spokane	4,722	410	577	58	2,087	185	7,386	653	8.8	18.84	-	-	-
Westcott	1,321	118	195	16	75	8	1,591	141	8.9	1.82	-	-	-
Total	$ 367,231	$ 30,122	$ 41,767	$ 3,588	$ 75,010	$ 6,385	$ 484,008	$ 40,092	8.3	$ ~~7.27~~ 7.33	$ 425,276	$ 35,652	$ 6.74

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4-15-55

FEDERAL TRADE COMMISSION
[illegible]

JAN 28

Commissioner's Exhibit 2025-B

Exhibit 7-11

247

JAX 309
Commission's Exhibit 2832-7

T.B.A. DIVISION SALES

APRIL 1955 VERSUS APRIL 1954

Division	Month of April 1955: Tires and Tubes Sales	Tires and Tubes Commission	Batteries Sales	Batteries Commission	Accessories Sales	Accessories Commission	Total T.B.A. Sales	Total T.B.A. Commission	Per Cent	Sales Per 1,000 Gal. of Gaso.	Month of April 1954: Total T.B.A. Sales	Total T.B.A. Commission	Sales Per 1,000 Gal. of Gaso.
Albuquerque	$ 37,996	$ 3,354	$ 3,384	$ 309	$ 7,483	$ 682	$ 48,803	$ 4,345	8.9	$ 9.54	$ 32,648	$ 2,860	$ 6.37
Butte	29,074	2,722	2,514	232	2,384	220	33,972	3,175	9.3	12.50	25,580	2,397	8.98
Chicago	48,394	3,806	2,700	239	6,481	587	57,575	4,632	8.0	8.20	77,840	6,095	8.05
Corpus Christi	7,288	656	1,341	113	2,771	221	11,400	992	8.7	5.63	8,259	728	4.30
Denver	46,386	3,693	5,340	430	8,846	706	60,572	4,829	8.0	7.35	58,810	4,774	7.21
Fort Worth	27,721	2,084	3,089	238	8,370	646	39,180	2,968	7.6	6.63	31,003	2,406	5.45
Houston	13,592	1,066	1,442	111	1,970	148	17,004	1,325	7.8	7.70	12,074	907	4.92
Kansas City	82,525	6,393	4,133	364	16,905	1,430	103,563	8,187	7.9	11.32	65,402	5,338	7.66
Lincoln	75,201	6,442	5,441	410	19,109	1,694	98,751	8,546	8.7	9.29	77,421	7,055	8.06
Memphis	18,132	1,046	1,442	110	4,327	325	23,901	1,481	6.2	11.26	-	-	-
Minneapolis	17,407	1,960	463	47	1,441	141	19,311	1,748	9.1	8.47	-	-	-
New Orleans	25,525	1,888	1,927	153	2,890	219	30,342	2,260	7.4	9.44	17,033	1,266	5.68
Oklahoma City	25,118	2,047	1,950	175	7,125	628	34,193	2,851	8.3	6.27	43,282	3,616	5.76
Salt Lake City	37,888	3,346	2,813	253	7,835	689	48,536	4,289	8.8	10.29	33,160	2,930	9.56
Spokane	3,395	308	478	40	1,397	124	5,270	472	8.9	11.46	-	-	-
Westcott	6,846	625	277	28	348	35	7,471	687	9.2	6.65	-	-	-
Total	$ 502,488	$ 41,035	$ 37,674	$ 3,252	$ 99,682	$ 8,495	$ 639,844	$ 52,765	8.2	$ 8.87	$ 482,492	$ 40,612	$ 7.10

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5-17-55

FEDERAL TRADE COMMISSION
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T.B.A. DIVISION SALES

MAY 1955 VERSUS MAY 1954

Division	MONTH OF MAY 1955										MONTH OF MAY 1954		
	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL T.B.A.				TOTAL T.B.A.		
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	Sales Per 1,000 Gal. of Gaso.	Sales	Commission	Sales Per 1,000 Gal. of Gaso.
Albuquerque	$ 33,968	$ 2,958	$ 2,085	$ 198	$ 5,696	$ 508	$ 41,709	$ 3,664	8.8	$ 7.89	$ 33,283	$ 2,882	$ 6.46
Butte	20,360	1,925	849	77	2,076	196	23,305	2,198	9.4	7.48	27,226	2,556	8.32
Chicago	67,707	5,460	2,461	207	6,408	549	76,576	6,216	8.1	10.04	69,786	5,333	6.97
Corpus Christi	7,812	701	1,662	138	1,718	150	11,192	989	8.8	5.53	12,285	1,014	6.68
Denver	35,236	2,839	4,349	358	8,391	641	47,976	3,838	8.0	5.51	70,795	5,890	8.67
Fort Worth	29,705	2,258	2,384	194	7,551	580	39,640	3,032	7.6	6.36	41,639	3,293	7.45
Houston	22,086	1,623	2,340	177	1,018	77	25,444	1,877	7.4	11.40	30,854	2,346	13.33
Kansas City	77,246	6,171	3,491	319	12,445	1,066	93,182	7,556	8.1	10.09	69,682	5,693	8.00
Lincoln	85,857	7,625	4,057	405	17,890	1,614	107,804	9,644	8.9	10.12	93,199	8,312	9.29
Memphis	15,936	1,112	850	69	1,722	134	18,508	1,313	7.1	7.80	-	-	-
Minneapolis	16,651	1,350	363	36	1,718	167	18,732	1,554	8.3	7.33	-	-	-
New Orleans	20,825	1,570	1,216	97	909	71	22,950	1,739	7.6	7.15	18,320	1,334	6.44
Oklahoma City	38,335	2,983	3,735	331	7,325	636	49,395	3,950	8.0	8.45	60,935	4,486	8.04
Salt Lake City	27,067	2,413	3,558	316	8,900	804	39,525	3,533	8.9	10.41	36,269	3,166	10.16
Spokane	7,417	693	823	72	3,392	320	11,632	1,085	9.3	24.85	-	-	-
Westcott	3,713	338	87	8	157	15	3,957	361	9.1	3.61	-	-	-
Total	$ 509,941	$ 42,019	$ 34,310	$ 3,000	$ 87,276	$ 7,528	$ 631,527	$ 52,549	8.3	$ 8.48	$ 564,149	$ 46,285	$ 8.17

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6-16-55

FEDERAL TRADE COMMISSION
FILE 6195 26237

8106

Commission's Exhibit 28372-B

JAX 400

T.B.A. DIVISION SALES

JUNE 1955 VERSUS JUNE 1954

Division	Month of June 1955: Tires and Tubes Sales	Tires and Tubes Commission	Batteries Sales	Batteries Commission	Accessories Sales	Accessories Commission	Total T.B.A. Sales	Total T.B.A. Commission	Per Cent	Sales Per 1,000 Gal. of Gaso.	Month of June 1954: Total T.B.A. Sales	Total T.B.A. Commission	Sales Per 1,000 Gal. of Gaso.
Albuquerque	$ 37,934	$ 3,290	$ 2,846	$ 244	$ 6,298	$ 568	$ 47,078	$ 4,102	8.7	$ 7.73	$ 39,956	$ 3,501	$ 6.52
Butte	44,359	4,266	1,321	124	3,134	291	48,814	4,681	9.6	12.14	39,772	3,902	10.22
Chicago	44,630	3,275	2,486	217	4,552	398	51,668	3,889	7.5	6.55	60,267	4,806	5.91
Corpus Christi	14,975	1,230	1,895	154	2,466	207	19,336	1,591	8.2	9.18	12,100	1,030	6.57
Denver	86,201	7,014	4,733	387	12,597	1,043	103,531	8,444	8.2	9.80	93,366	7,478	8.92
Fort Worth	36,786	2,703	4,666	358	8,822	686	50,274	3,747	7.5	7.04	47,588	3,939	7.17
Houston	14,273	1,047	2,499	193	1,925	144	18,697	1,385	7.4	8.09	18,923	1,469	7.88
Kansas City	94,474	7,325	4,474	404	14,096	1,195	113,044	8,924	7.9	10.54	94,251	7,764	9.10
Lincoln	96,087	7,902	6,531	569	17,883	1,642	120,501	10,113	8.4	10.56	92,443	8,083	8.72
Memphis	24,700	1,387	766	62	2,436	189	27,902	1,633	5.9	10.66	-	-	-
Minneapolis	23,189	1,793	633	63	1,343	132	25,165	1,987	7.9	9.45	-	-	-
New Orleans	27,669	2,041	1,978	152	907	71	30,554	2,264	7.4	9.09	28,101	2,146	9.34
Oklahoma City	38,760	3,205	3,073	256	5,968	546	47,801	4,007	8.4	6.56	59,983	4,690	6.24
Salt Lake City	38,623	3,371	4,231	401	10,081	930	52,935	4,703	8.9	11.97	41,724	3,707	9.66
Spokane	10,516	980	484	48	594	46	11,594	1,074	9.3	21.51	-	-	-
Westcott	9,102	787	13	2	102	10	9,217	799	8.7	7.75	-	-	-
Total	$ 642,278	$ 51,616	$ 42,629	$ 3,634	$ 93,204	$ 8,054	$ 778,111	$ 63,343	8.1	$ 9.23	$ 626,494	$ 52,515	$ 7.91

RTW-DE
7-18-55

JAX 401
Commission's Exhibit 2632-B
EXHIBIT T-51
2 of 2

26378

8195

T.B.A. DIVISION SALES

JULY 1955 VERSUS JULY 1954

Division	Month of July 1955: Tires and Tubes Sales	Tires and Tubes Commission	Batteries Sales	Batteries Commission	Accessories Sales	Accessories Commission	Total T.B.A. Sales	Total T.B.A. Commission	Per Cent	Sales Per 1,000 Gal. of Gaso.	Month of July 1954: Total T.B.A. Sales	Total T.B.A. Commission	Sales Per 1,000 Gal. of Gaso.
Albuquerque	$ 66,861	$ 6,100	$ 2,959	$ 266	$ 6,321	$ 575	$ 76,141	$ 6,940	9.1	$ 12.87	$ 51,577	$ 4,544	$ 9.08
Butte	36,313	3,492	1,585	136	2,187	205	40,085	3,832	9.5	8.19	40,137	3,824	8.43
Chicago	79,227	6,254	2,531	215	6,968	583	88,726	7,052	7.9	12.12	66,785	5,604	7.04
Corpus Christi	15,814	1,299	1,798	152	1,432	123	19,044	1,574	8.3	9.07	17,996	1,420	9.51
Denver	98,599	7,867	7,246	579	11,211	896	117,056	9,342	8.0	9.97	72,945	5,948	6.87
Fort Worth	54,229	3,979	6,563	511	8,653	658	69,445	5,147	7.4	10.91	53,237	4,193	9.72
Houston	17,233	1,339	2,796	216	1,595	123	21,624	1,677	7.8	9.69	18,148	1,321	7.90
Kansas City	107,303	7,779	5,737	515	16,816	1,390	129,856	9,684	7.5	12.81	123,970	9,982	13.71
Lincoln	83,727	7,348	4,984	473	15,041	1,368	103,752	9,189	8.9	9.09	99,671	8,583	8.92
Memphis	22,468	1,432	1,155	87	2,919	224	26,542	1,743	6.6	11.05	-	-	-
Minneapolis	20,678	1,628	982	88	750	72	22,410	1,788	8.0	8.11	-	-	-
New Orleans	29,439	2,755	2,696	251	1,461	136	33,596	3,142	9.4	10.56	22,338	1,668	7.58
Oklahoma City	42,135	3,296	4,618	424	7,152	609	53,906	4,329	8.0	8.35	57,284	4,648	7.64
Salt Lake City	53,000	4,478	5,671	534	8,595	766	67,306	5,778	8.6	14.36	65,637	5,628	15.81
Spokane	11,393	1,023	788	71	2,643	243	14,824	1,337	9.0	27.10	-	-	-
Westcott	8,588	776	437	38	131	13	9,156	827	9.0	7.82	-	-	-
Total	$ 747,088	$ 60,845	$ 52,546	$ 4,556	$ 93,835	$ 7,984	$ 893,469	$ 73,361	8.2	$ 10.72	$ 689,665	$ 57,363	$ 9.20
Per Cent of Total	83.6		5.9		10.5		100.0						
Sales Over 1954	203,729		(15,849)		15,984		203,804						
Per Cent of Increase Over 1954	37.5		(23.2)		20.4		29.6						

RTU:ESB
7-16-55

Commission's Exhibit T-48
Docket 8022-10

JAX 002

26379

8198

T.B.A. DIVISION SALES

AUGUST 1955 VERSUS AUGUST 1954

Division	MONTH OF AUGUST 1955: TIRES AND TUBES Sales	TIRES AND TUBES Commission	BATTERIES Sales	BATTERIES Commission	ACCESSORIES Sales	ACCESSORIES Commission	TOTAL T.B.A. Sales	TOTAL T.B.A. Commission	Per Cent	Sales Per 1,000 Gal. of Gasoline	MONTH OF AUGUST 1954: TOTAL T.B.A. Sales	TOTAL T.B.A. Commission	Sales Per 1,000 Gal. of Gasoline
Albuquerque	$ 56,957	$ 4,089	$ 3,960	348	$ 5,468	$ 479	$66,405	$ 5,896	8.87	$ 11.85	$45,710	$ 4,133	$ 8.76
Butte	49,354	4,734	6,660	557	4,109	402	60,125	5,693	9.43	10.60	30,309	3,080	5.70
Chicago	64,686	4,997	9,221	838	6,285	556	80,192	6,391	7.96	11.29	61,706	4,971	9.14
Corpus Christi	5,311	522	4,018	322	1,194	105	10,523	965	9.05	4.27	11,739	1,021	6.46
Denver	65,290	5,241	10,486	896	12,510	1,025	88,218	7,122	8.07	7.47	69,396	5,896	6.21
Fort Worth	35,149	2,661	11,177	874	12,921	974	59,247	4,489	7.58	9.34	41,065	3,297	7.60
Houston	44,686	3,486	4,763	364	2,498	200	52,976	4,050	7.77	21.19	21,851	1,638	9.18
Kansas City	89,570	7,207	12,939	1,151	17,592	1,539	120,101	9,897	8.24	12.48	86,015	7,105	9.78
Lincoln	80,323	6,894	13,346	1,156	18,361	1,658	112,030	9,708	8.66	10.45	94,710	8,244	9.65
Memphis	19,323	1,239	894	93	2,657	209	23,874	1,541	6.44	8.92	-	-	-
Minneapolis	24,890	1,801	2,105	196	1,702	156	28,695	2,153	7.51	10.20	18,316	1,446	8.34
New Orleans	25,828	1,948	1,277	101	1,121	89	28,226	2,038	7.22	8.89	20,316	1,474	6.50
Oklahoma City	40,976	3,542	7,936	669	8,179	715	56,691	4,926	8.30	9.18	70,929	5,625	9.11
Salt Lake City	54,736	4,519	7,289	618	7,739	702	69,694	5,836	8.37	14.98	46,822	4,079	10.38
Spokane	10,308	977	786	78	2,309	217	13,489	1,270	9.41	20.78	-	-	-
Westcott	5,837	849	329	30	292	24	6,118	622	10.17	4.88	-	-	-
Total	$673,444	$ 54,889	$99,058	$ 8,186	$106,125	$ 9,080	$878,228	$ 72,154	8.24	$ 10.31	$818,228	$ 81,778	$ 8.34
Per Cent of Total	77.0		11.0		12.0		100						
Inc. over 1954	211,796		20,136		25,068		257,000						
Per Cent of Increase Over 1954	45.9		26.3		31.3		41.6						

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FEDERAL TRADE COMMISSION
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Commission's Exhibit 2632-11

EXHIBIT 2632

8137

T.B.A. DIVISION SALES

SEPTEMBER 1955 VERSUS SEPTEMBER 1954

Division	Month of September 1955: Tires and Tubes Sales	Tires and Tubes Commission	Batteries Sales	Batteries Commission	Accessories Sales	Accessories Commission	Total T.B.A. Sales	Total T.B.A. Commission	Per Cent	Sales Per 1,000 Gal. of Gasoline	Month of September 1954: Total T.B.A. Sales	Total T.B.A. Commission	Sales Per 1,000 Gal. of Gasoline
Albuquerque	$ 27,423	$ 2,382	$ 4,852	$ 444	$ 4,278	$ 386	$ 36,553	$ 3,212	8.8	$ 7.04	$ 30,047	$ 4,453	$ 9.79
Butte	43,282	4,207	4,002	393	3,502	340	50,786	4,940	9.7	12.91	41,853	3,994	10.16
Chicago	42,670	3,464	8,629	755	8,421	714	59,720	4,933	8.2	8.10	58,726	4,289	8.23
Corpus Christi	6,932	593	649	59	727	63	8,307	715	8.6	3.37	12,344	1,723	6.44
Denver	53,045	4,225	13,636	1,080	12,944	1,022	79,625	6,327	7.9	7.68	85,001	6,788	8.37
Fort Worth	41,529	3,077	10,400	803	7,221	553	59,150	4,433	7.5	9.48	42,119	3,466	7.00
Houston	22,269	1,671	2,606	204	2,213	172	27,088	2,047	7.5	11.43	22,451	1,666	9.33
Kansas City	82,089	6,450	12,092	1,061	19,327	1,627	113,508	9,138	8.0	11.83	113,058	8,841	12.24
Lincoln	87,314	7,342	18,194	1,618	20,678	1,780	126,186	10,740	8.5	12.37	110,931	9,443	10.92
Memphis	18,247	1,046	3,790	313	4,016	304	26,053	1,663	6.4	10.13	-	-	-
Minneapolis	20,080	1,401	5,219	457	1,716	150	27,015	2,008	7.4	9.81	19,337	1,299	9.09
New Orleans	23,102	1,709	6,487	509	4,915	372	34,504	2,590	7.5	9.94	21,684	1,017	7.47
Oklahoma City	38,678	3,143	6,425	563	7,029	626	52,132	4,332	8.3	8.97	70,624	5,547	9.22
Salt Lake City	29,397	2,419	5,773	504	6,378	602	41,548	3,525	8.5	9.36	46,824	4,115	11.24
Spokane	5,400	500	2,015	188	3,570	334	10,985	1,022	9.3	19.32	-	-	-
Westcott	6,293	582	204	20	132	13	6,629	615	9.3	5.54	-	-	-
Total	$ 547,749	$44,211	$104,973	$ 8,971	$107,067	$ 9,058	$759,789	$ 62,240	8.2	9.67	$694,997	$ 56,641	$ 9.50
% of Total	72.1		13.8		14.1		100.0						
Amt. over 1954	12,383		30,847		21,562		64,792						
% of Increase over 1954	2.3		41.6		25.2		9.3						

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JAX 604
Commission's Exhibit 2632-12
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2632 11

FEDERAL TRADE COMMISSION
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T.B.A. DIVISION SALES

OCTOBER 1955 VERSUS OCTOBER 1954

Division	MONTH OF OCTOBER 1955										MONTH OF OCTOBER 1954		
	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL T.B.A.				TOTAL T.B.A.		
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	Sales Per 1,000 Gal. of Gaso.	Sales	Commission	Sales Per 1,000 Gal. of Gaso.
Albuquerque	$ 45,203	$ 3,936	$ 8,350	$ 753	$ 4,749	$ 417	$ 58,302	$ 5,106	8.8	$ 11.19	$ 46,846	$ 4,251	$ 8.84
Butte	23,906	2,078	2,810	243	2,606	243	29,322	2,564	8.7	10.20	32,582	3,186	11.43
Chicago	33,409	4,253	8,506	728	7,295	617	69,210	5,598	8.1	9.19	46,655	3,850	6.85
Corpus Christi	8,102	670	3,842	298	502	42	12,446	1,010	8.1	5.65	9,369	805	5.00
Denver	45,983	3,767	9,985	799	11,702	908	67,670	5,474	8.1	7.10	55,897	4,511	6.28
Fort Worth	27,690	1,992	7,841	626	8,034	608	43,565	3,226	7.4	6.94	26,018	2,093	4.41
Houston	29,732	2,240	3,414	262	1,303	98	34,449	2,600	7.5	14.77	10,914	808	4.75
Kansas City	62,447	4,996	9,926	866	31,400	2,811	103,773	8,673	8.4	12.49	75,233	6,492	8.64
Lincoln	61,967	5,155	17,320	1,519	15,719	1,388	95,006	8,072	8.5	9.48	79,022	6,971	8.44
Memphis	16,965	1,079	962	73	2,654	206	20,581	1,358	6.6	8.25	-	-	-
Minneapolis	17,782	1,282	2,900	241	1,047	81	21,729	1,604	7.4	8.24	23,018	1,861	11.09
New Orleans	35,011	2,519	2,752	218	1,381	106	39,144	2,843	7.3	11.70	17,316	1,166	5.71
Oklahoma City	28,495	2,279	5,216	464	7,429	677	41,140	3,420	8.3	6.91	51,697	4,382	6.91
Salt Lake City	42,185	3,395	6,680	594	7,904	702	56,769	4,691	8.3	14.81	28,864	2,563	6.24
Spokane	2,493	203	644	51	2,202	193	5,339	447	8.4	9.32	-	-	-
Westcott	4,385	385	372	30	193	19	4,950	434	8.8	4.14	-	-	-
TOTAL	$505,755	$ 40,239	$91,520	$ 7,765	$106,120	$9,116	$703,395	$ 57,120	8.1	$ 9.46	$503,791	$ 42,739	$ 7.28
% of Total	71.9		13.0		15.1		100.0						
Amt. over 1954	153,221		17,256		29,127		199,604						
Per cent of increase over 1954	43.5		23.2		37.8		39.6						

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FEDERAL TRADE COMMISSION
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8501

Commission's Exhibit 2632-13
Exhibit T-55

JAX 400

T.B.A. DIVISION SALES

NOVEMBER 1955 VERSUS NOVEMBER 1954

Division	Month of November 1955: Tires and Tubes Sales	Tires and Tubes Commission	Batteries Sales	Batteries Commission	Accessories Sales	Accessories Commission	Total T.B.A. Sales	Total T.B.A. Commission	Per Cent	1,000 Gal. of Gasoline	Month of November 1954: Total T.B.A. Sales	Total T.B.A. Commission	Sales Per 1,000 Gal. of Gasoline
Albuquerque	$37,669	$ 3,272	$ 3,157	$ 278	$ 4,905	$ 402	$45,731	$ 3,952	8.6	$ 8.97	$52,017	$ 4,712	$ 9.97
Butte	17,988	1,710	2,735	260	1,527	147	22,250	2,117	9.5	8.74	30,985	2,978	11.75
Chicago	31,893	2,541	10,076	877	9,971	854	51,940	4,272	8.3	7.36	45,277	3,580	6.69
Corpus Christi	12,883	998	(2,780)	(200)	629	51	10,732	849	7.9	4.72	5,519	542	3.05
Denver	47,824	3,885	12,394	986	12,187	989	72,385	5,860	8.1	8.98	58,976	4,705	7.44
Fort Worth	24,733	1,834	6,376	491	9,360	705	40,469	3,030	7.5	6.64	34,551	2,809	5.95
Houston	22,687	1,659	2,105	166	1,639	123	26,411	1,948	7.4	12.23	21,016	1,571	9.14
Kansas City	46,410	3,631	10,752	961	23,896	2,042	81,058	6,634	8.2	9.75	70,533	5,955	8.12
Lincoln	49,904	4,266	16,474	1,446	24,983	2,152	91,361	7,864	8.6	10.27	88,804	7,616	9.39
Memphis	9,585	516	1,053	81	3,916	294	14,554	891	6.1	6.05	-	-	-
Minneapolis	14,414	1,232	2,306	206	1,013	106	17,733	1,544	8.7	8.09	15,760	1,387	7.59
New Orleans	18,996	1,356	2,907	232	413	33	22,316	1,621	7.3	6.49	19,190	1,395	6.02
Oklahoma City	25,865	2,047	5,713	517	7,241	654	38,819	3,198	8.2	6.63	45,646	3,678	6.28
Salt Lake City	17,692	1,499	9,308	829	8,149	731	35,149	3,059	8.7	11.11	31,551	2,587	13.95
Spokane	6,841	664	1,445	142	3,155	297	11,441	1,103	9.6	21.02	11,435	1,143	39.84
Westcott	4,818	451	860	85	193	19	5,871	555	9.5	6.06	-	-	-
Total	$389,562	$31,561	$84,881	$ 7,357	$113,177	$ 9,579	$587,620	$ 48,497	8.25	$ 8.52	$531,600	$44,586	$ 8.10
Per Cent of Total	66.3		14.4		19.3		100.0						
Sales over 1954	$1,969		$16,454		$ 37,997		$ 56,020						
Per Cent of increase over 1954	.4		24.0		50.5		10.5						

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12-16-55

JAX 408
Commission's Exhibit 2802-14
SE-7 [illegible]

8502

T.B.A. DIVISION SALES

DECEMBER 1955 VERSUS DECEMBER 1954

Division	Month of December 1955: Tires and Tubes Sales	Tires and Tubes Commission	Batteries Sales	Batteries Commission	Accessories Sales	Accessories Commission	Total T.B.A. Sales	Total T.B.A. Commission	Per Cent	Sales Per 1,000 Gal. of gaso.	Month of December 1954: Total T.B.A. Sales	Total T.B.A. Commission	Sales Per 1,000 Gal. of Gasoline
Albuquerque	$42,827	$3,561	$ 5,910	$ 598	$ 6,930	$ 630	$55,667	$ 4,719	8.5	$10.54	$48,529	$ 4,176	$10.13
Butte	21,844	2,153	9,083	835	1,152	113	32,079	3,101	9.7	14.21	25,360	2,433	11.74
Chicago	31,109	2,517	8,999	801	6,370	557	46,478	3,875	8.3	6.96	47,836	3,908	7.52
Corpus Christi	8,507	698	1,614	128	1,915	154	12,036	980	8.1	4.93	6,487	581	3.80
Denver	34,849	2,868	13,024	1,034	8,520	684	56,393	4,586	8.1	7.51	46,045	3,614	6.49
Fort Worth	56,415	3,961	5,137	394	8,640	649	70,192	5,004	7.1	11.67	36,780	2,802	6.28
Houston	6,974	497	1,556	125	1,567	119	10,097	741	7.3	4.41	6,359	478	2.88
Kansas City	49,895	4,073	12,092	1,048	34,465	2,803	95,852	7,924	8.3	12.17	70,989	5,741	8.84
Lincoln	77,533	6,428	15,534	1,376	15,142	1,363	108,209	9,167	8.5	13.23	85,489	7,728	11.10
Memphis	15,752	1,003	1,877	155	3,736	284	21,365	1,442	6.7	8.42	-	-	-
Minneapolis	18,546	1,324	3,442	292	2,745	248	24,733	1,864	7.5	11.02	16,137	1,428	9.57
New Orleans	20,912	1,512	1,708	136	2,537	194	25,157	1,842	7.3	7.32	25,485	1,985	8.15
Oklahoma City	27,586	2,143	4,177	369	6,521	563	38,284	3,075	8.0	7.06	42,507	3,195	6.06
Salt Lake City	49,790	2,659	6,740	552	4,971	427	61,501	3,638	5.9	22.46	32,[illegible]	2,774	9.30
Spokane	4,433	426	1,672	141	2,034	195	8,139	762	9.4	17.71	9,450	809	39.00
Westcott	3,230	312	241	20	127	11	3,598	343	9.5	4.85	-	-	-
Total	469,602	36,135	92,806	7,934	107,372	8,994	669,780	53,063	7.9	10.16	500,136	41,598	8.09
Per Cent of Total	70.1		13.9		16.0		100.0						
Sales over 1954	$96,077		$32,536		$41,031		$169,644						
Per Cent of increase over 1954	25.7		54.0		61.8		33.9						

FH-EH
-18-56

263214

Consolidated Exhibit 7-39

JAX 401

CVB 263214

8508

T.B.A. DIVISION SALES

CUMULATIVE THROUGH DECEMBER 1955 VERSUS DECEMBER 1954

Division	CUMULATIVE THROUGH DECEMBER 1955 — TIRES AND TUBES Sales	TIRES AND TUBES Commission	BATTERIES Sales	BATTERIES Commission	ACCESSORIES Sales	ACCESSORIES Commission	TOTAL T.B.A. Sales	TOTAL T.B.A. Commission	Per Cent	Sales Per 1,000 Gal. of Gaso.	CUMULATIVE THROUGH DEC. 1954 — TOTAL T.B.A. Sales	TOTAL T.B.A. Commission	Sales Per 1,000 Gal. of Gaso.
Albuquerque	$ 486,022	$ 42,225	$ 48,401	$ 4,338	$ 68,985	$ 6,104	$ 603,408	$ 52,667	8.7	$ 9.62	$ 530,515	$ 47,263	$ 8.52
Butte	368,760	35,277	40,197	3,643	31,909	3,034	440,866	41,954	9.5	11.62	369,102	35,548	9.77
Chicago	590,721	46,250	70,606	6,181	80,339	6,829	741,666	59,260	8.0	8.87	714,744	57,038	7.30
Corpus Christi	117,778	9,821	16,823	1,405	15,791	1,331	150,392	12,557	8.3	6.79	125,696	10,579	5.60
Denver	634,302	51,204	102,904	8,245	119,867	9,580	857,073	69,029	8.1	8.01	774,911	62,744	7.53
Fort Worth	397,838	29,392	70,445	5,465	101,235	7,694	569,518	42,551	7.5	7.80	459,520	37,044	6.78
Houston	272,058	20,698	30,786	2,400	22,944	1,745	325,788	24,842	7.6	8.94	202,582	15,363	7.27
Kansas City	874,324	68,536	97,996	8,646	220,000	18,671	1,192,320	95,853	8.0	11.33	1,016,321	82,296	9.90
Lincoln	898,826	76,182	130,566	11,617	207,038	18,485	1,236,430	106,285	8.6	10.83	1,057,605	92,915	9.69
Memphis	161,718	9,859	12,589	1,001	28,373	2,166	202,680	13,026	6.4	9.16	-	-	-
Minneapolis	208,171	16,347	22,841	2,044	16,195	1,517	247,207	19,908	8.1	8.82	92,768	7,361	9.10
New Orleans	260,478	19,638	26,261	2,103	18,911	1,482	305,650	23,223	7.6	9.20	248,987	18,450	7.03
Oklahoma City	431,823	33,930	55,564	4,888	84,825	7,443	572,212	46,261	8.1	7.54	657,695	52,158	7.30
Salt Lake City	429,710	34,713	68,696	6,046	88,552	7,962	586,958	48,721	8.3	13.70	474,655	40,894	11.16
Spokane	77,437	7,085	10,998	997	27,992	2,563	116,427	10,645	9.1	20.26	20,865	1,992	39.43
Westcott	63,857	5,778	3,848	350	1,884	184	69,589	6,312	9.1	5.79	-	-	-
Total	$6,273,823	$506,935	$809,461	$69,369	$1,134,840	$96,790	$8,218,124	$673,094	8.2	$ 9.53	$6,745,966	$561,685	$ 8.33
Per Cent of Total	76.4		9.8		13.8		100.0						
Sales over 1954	$1,058,548		$147,515		$266,095		$1,472,158						
Per Cent of Increase over 1954	20.3		22.3		30.6		21.8						

FEDERAL TRADE COMMISSION
6415 — 2623 15

8502

Commission's Exhibit 2632-16

JAX 2M

Exhibit T-18

T-5-7

15

TH-EM
-18-56

T.B.A. DIVISION SALES

JANUARY 1956 VERSUS JANUARY 1955

Division	Month of January 1956: Tires and Tubes Sales	Tires and Tubes Commission	Batteries Sales	Batteries Commission	Accessories Sales	Accessories Cash Discounts	Total T.B.A. Sales	Total T.B.A. Commission	Per Cent	Sales Per 1,000 Gal. of Gasoline	Month of January 1955: Total T.B.A. Sales	Total T.B.A. Commission	Sales Per 1,000 Gal. of Gasoline
Albuquerque	$ 31,055	$ 2,741	$ 3,689	$ 338	$ 5,237	$ 448	$ 39,981	$ 3,527	8.8	$8.58	$ 41,834	$ 3,495	$ 8.50
Butte	26,301	2,490	2,645	264	3,087	303	32,033	3,057	9.5	15.28	21,457	2,064	10.57
Chicago	40,934	3,303	9,698	824	10,245	848	60,837	4,975	8.2	9.56	59,997	4,841	10.23
Corpus Christi	8,294	675	689	60	1,602	133	10,585	868	8.2	4.30	-	-	-
Denver	49,269	4,103	5,633	447	8,743	670	63,645	5,220	8.2	8.87	74,843	6,047	10.79
Fort Worth	16,128	1,244	2,772	220	8,745	658	27,645	2,122	7.7	5.04	37,399	2,823	7.12
Houston	26,135	1,978	2,954	225	1,991	152	31,080	2,355	7.6	5.04	58,699	4,526	8.91
Kansas City	75,295	6,436	8,852	795	17,485	1,433	101,632	8,664	8.5	13.48	87,980	7,355	12.21
Lincoln	59,171	4,796	11,204	956	15,492	1,315	85,867	7,067	8.2	11.25	104,494	8,782	14.79
Memphis	11,003	601	1,546	116	1,446	109	13,995	826	5.9	5.76	-	-	-
Minneapolis	16,293	1,313	2,528	218	1,388	129	20,149	1,660	8.2	10.65	9,080	740	5.44
New Orleans	21,766	1,589	2,216	172	1,752	133	25,734	1,894	7.4	7.49	-	-	-
Oklahoma City	23,357	1,907	4,623	408	6,649	602	34,629	2,917	8.4	6.33	47,935	3,891	6.71
Salt Lake City	26,497	2,074	1,975	157	3,316	253	31,788	2,484	7.8	12.16	48,884	4,105	19.82
Spokane	6,454	449	954	91	1,327	118	8,735	658	7.5	18.44	3,993	394	16.62
Westcott	4,897	391	490	49	183	18	5,570	458	8.2	7.53	7,414	581	11.76
Total	$442,849	$36,090	$62,368	$5,340	$88,628	$7,322	$593,845	$48,752	8.2	$9.45	$603,949	$49,642	$10.39
Per Cent of Total	74.6		10.5		14.9		100.0						
Sales Over 1955	($29,388)		$ 4,173		$15,105		($10,104)						
Per Cent of Increase Over 1955	(6.2)		7.2		20.5		(1.7)						

JAX 400

Commission's Exhibit 2832-17

EXHIBIT T-19

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T.B.A. DIVISION SALES

FEBRUARY 1956 VERSUS FEBRUARY 1955

Division	Month of February 1956: Tires and Tubes Sales	Tires and Tubes Commission	Batteries Sales	Batteries Commission	Accessories Sales	Accessories Commission	Total T.B.A. Sales	Total T.B.A. Commission	Per Cent	Sales per 1,000 Gal. of Gaso.	Month of February 1955: Total T.B.A. Sales	Total T.B.A. Commission	Sales Per 1,000 Gal. of Gaso.
Albuquerque	$ 22,016	$ 2,085	$ 3,446	$ 310	$ 5,665	$ 473	$31,127	$ 2,768	9.0	$7.63	$40,515	$ 3,587	$8.96
Butte	28,695	2,539	1,890	169	1,337	123	31,872	2,831	8.9	16.29	40,835	3,988	20.34
Chicago	29,851	2,684	5,468	447	5,128	474	40,447	3,605	8.9	6.98	64,415	4,984	11.28
Corpus Christi	3,992	337	1,251	100	664	56	5,907	493	8.3	2.81	18,213	1,498	-
Denver	37,517	2,948	9,143	713	8,273	653	54,933	4,314	7.9	7.96	49,130	4,086	7.55
Fort Worth	9,009	661	5,988	448	8,702	664	23,699	1,773	7.5	5.64	29,691	2,256	5.78
Houston	4,480	385	689	59	2,790	226	7,959	670	8.3	1.11	20,258	1,619	-
Kansas City	65,302	5,093	7,381	650	14,042	1,234	86,665	6,977	8.1	12.21	81,210	6,484	12.08
Lincoln	45,542	3,762	4,117	358	13,313	1,209	62,972	5,363	8.5	8.87	95,990	7,797	14.42
Memphis	18,745	1,050	1,996	121	2,468	244	22,209	1,415	6.2	10.28	28,334	-	-
Minneapolis	8,718	774	495	45	1,746	140	10,959	959	8.8	5.65	18,039	1,990	11.11
New Orleans	10,759	736	1,627	126	2,180	163	14,566	1,025	7.0	4.35	17,560	1,298	-
Oklahoma City	35,351	2,811	4,903	426	8,710	744	48,964	3,981	8.1	9.94	22,946	5,008	9.86
Salt Lake City	30,761	2,485	5,690	513	7,083	627	43,434	3,625	8.3	17.82	35,388	2,996	16.01
Spokane	3,599	285	184	19	1,432	127	5,215	431	8.3	11.21	12,335	1,085	40.51
Westcott	7,257	637	768	68	126	13	8,151	718	8.8	13.44	3,680	346	6.85
Total	$361,544	$29,192	$54,456	$ 4,606	$83,679	$ 7,160	$499,679	$40,958	8.2	$8.58	$591,389	$48,236	$10.86
Per Cent of Total	72.4		10.9		16.7		100.0						
Sales over 1955	$(54,890)		$(17,050)		$10,230		$(51,710)						
Per Cent of Increase Over 1955	(19.0)		(23.8)		13.9		(15.5)						

FEDERAL TRADE COMMISSION
FILED 1956 263317

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FTC Exhibit 110
Commission's Exhibit 2832-18
Exhibit T-40

T.B.A. DIVISION SALES

MARCH 1956 VERSUS MARCH 1955

Division	Month of March 1956: Tires and Tubes Sales	Tires and Tubes Commission	Batteries Sales	Batteries Commission	Accessories Sales	Accessories Commission	Total T.B.A. Sales	Total T.B.A. Commission	Per Cent	Sales Per 1,000 Gal. of Gaso.	Month of March 1955: Total T.B.A. Sales	Total T.B.A. Commission	Sales Per 1,000 Gal. of Gaso.
Albuquerque	$40,995	$ 3,639	$ 3,533	$ 304	$ 4,438	$ 396	$48,966	$ 4,359	8.9	$18.34	$44,670	$ 3,911	$ 8.95
Butte	37,154	3,475	1,448	143	4,730	495	43,602	4,113	9.4	18.63	37,636	3,597	17.30
Chicago	44,832	3,582	5,386	477	4,753	416	54,911	4,475	8.1	7.78	35,764	2,576	5.52
Corpus Christi	9,169	773	1,738	140	2,315	187	13,222	1,100	8.3	5.54	17,163	1,406	8.33
Denver	37,230	3,055	5,406	422	8,282	660	50,918	4,137	8.1	6.51	39,666	3,143	5.34
Fort Worth	21,446	1,500	3,119	246	8,130	613	32,695	2,359	7.2	5.31	31,266	2,406	5.29
Houston	15,487	1,234	1,510	117	947	71	17,944	1,422	7.9	7.50	13,901	1,046	5.66
Kansas City	61,377	4,832	2,440	204	12,856	1,082	76,673	6,118	8.0	8.85	69,253	5,455	8.08
Lincoln	64,046	5,000	3,836	348	18,004	1,582	85,886	6,930	8.1	9.31	74,346	6,703	8.81
Memphis	18,009	952	796	62	3,761	282	22,566	1,296	5.7	8.03	15,452	-	-
Minneapolis	11,441	930	619	57	2,660	217	14,720	1,204	8.2	6.61	14,995	1,359	7.93
New Orleans	24,371	1,781	1,544	132	5,345	415	31,260	2,328	7.4	8.63	21,301	1,585	6.30
Oklahoma City	31,431	2,563	2,585	220	7,736	639	41,752	3,422	8.2	7.28	30,285	3,495	5.84
Salt Lake City	21,471	1,788	3,376	291	6,402	559	31,249	2,638	8.4	9.83	29,793	2,606	10.79
Spokane	11,206	1,022	1,289	120	2,833	264	15,328	1,406	9.2	26.56	7,386	653	18.84
Westcott	8,844	814	209	19	352	35	9,405	868	9.2	9.18	1,591	141	1.82
Total	$458,509	$36,360	$38,774	$ 3,302	$93,544	$ 7,913	$591,097	$ 48,175	8.2	$ 8.45	$484,008	$40,058	$ 7.38
Per Cent of Total	77.6		6.6		15.8		100.0						
Sales Over 1955	$91,278		($2,993)		$18,534		$107,089						
Per Cent of Increase Over 1955	24.9		(7.2)		24.7		22.1						

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Commissioner's Exhibit 26312-18
Exhibit T-11
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T.B.A. DIVISION SALES

APRIL 1956 VERSUS APRIL 1955

Division	Month of April 1956: Tires and Tubes Sales	Tires and Tubes Commission	Batteries Sales	Batteries Commission	Accessories Sales	Accessories Commission	Total T.B.A. Sales	Total T.B.A. Commission	Per Cent	Sales Per 1,000 Inh. of Unas.	Month of April 1955: Total T.B.A. Sales	Total T.B.A. Commission	Sales Per 1,000 Inh. of Unas.
Albuquerque	$43,402	$3,691	$3,114	$ 261	$5,500	$ 462	$52,016	$4,414	8.5	$10.93	$48,803	$4,385	$9.94
Butte	34,575	3,369	1,217	116	3,711	354	39,503	3,839	9.7	12.62	33,572	3,175	12.90
Chicago	47,747	3,833	1,991	164	6,977	608	56,715	4,605	8.1	7.72	57,575	4,632	8.10
Corpus Christi	8,957	759	1,199	98	1,981	159	12,097	1,016	8.4	5.43	11,400	991	5.63
Denver	48,937	3,938	4,218	347	10,930	845	64,085	5,130	8.0	7.39	60,572	4,889	7.35
Fort Worth	28,315	2,254	3,701	281	9,978	755	41,994	3,290	7.8	6.92	39,180	2,968	6.63
Houston	10,224	778	1,706	128	2,927	220	14,857	1,126	7.6	6.31	17,004	1,385	7.70
Kansas City	77,311	6,304	1,485	161	16,222	1,495	95,018	7,960	8.4	10.81	103,563	8,187	11.32
Lincoln	73,560	6,160	3,270	329	21,498	1,952	98,328	8,441	8.6	9.46	98,751	8,596	9.29
Memphis	17,781	1,102	907	73	2,340	179	21,028	1,354	6.4	7.37	23,901	1,481	11.86
Minneapolis	30,223	2,400	768	66	4,055	333	35,046	2,799	8.0	13.74	19,311	1,748	8.47
New Orleans	38,952	3,650	2,186	202	3,524	343	44,662	4,195	9.4	12.05	30,342	2,260	9.44
Oklahoma City	45,849	3,706	2,641	230	7,937	688	56,427	4,624	8.2	10.11	34,193	2,851	6.27
Salt Lake City	37,469	3,143	3,667	316	10,002	847	51,138	4,306	8.4	13.29	48,536	4,289	13.65
Spokane	4,039	450	453	45	2,817	270	7,309	765	10.5	12.26	5,270	471	11.46
Westcott	6,152	551	179	18	419	41	6,750	610	9.0	5.69	7,471	687	6.65
Total	$553,493	$46,088	$32,662	$2,835	$110,818	$9,551	$696,973	$58,474	8.4	$9.42	$639,844	$52,765	$9.01
Per Cent of Total	79.4		4.7		15.9		100.0						
Sales Over 1955	$51,005		$(5,012)		$11,136		$57,129						
Per Cent of Increase Over 1955	10.2		(13.3)		11.2		8.9						

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T.B.A. DIVISION SALES

MAY 1956 VERSUS MAY 1955

Division	Month of May 1956: Tires and Tubes Sales	Tires and Tubes Commission	Batteries Sales	Batteries Commission	Accessories Sales	Accessories Commission	Total T.B.A. Sales	Total T.B.A. Commission	Per Cent	Sales Per 1,000 Gal. of Gaso.	Month of May 1955: Total T.B.A. Sales	Total T.B.A. Commission	Sales Per 1,000 Gal. of Gaso.
Albuquerque	41,272	3,753	2,449	247	9,194	846	52,915	4,846	9.2	10.60	41,709	3,664	7.89
Butte	22,547	2,094	419	44	3,297	304	26,263	2,442	9.3	8.25	23,305	2,198	7.48
Chicago	55,000	4,497	3,828	330	6,429	541	65,257	5,368	8.2	8.39	76,576	6,216	10.04
Corpus Christi	7,348	608	363	32	766	66	8,477	706	8.3	3.65	11,192	989	5.53
Denver	54,252	4,314	3,837	301	8,437	653	66,526	5,268	7.9	7.37	47,976	3,838	5.51
Fort Worth	32,729	2,505	2,669	207	8,371	632	43,769	3,344	7.6	6.54	39,640	3,032	6.36
Houston	32,425	2,387	1,111	87	1,864	137	35,400	2,611	7.4	14.65	25,444	1,877	11.40
Kansas City	57,151	4,693	4,848	449	14,383	1,252	76,382	6,394	8.4	8.26	93,182	7,556	10.09
Lincoln	71,312	5,665	4,482	385	16,009	1,436	91,803	7,486	8.2	8.18	107,804	9,644	10.12
Memphis	19,822	1,192	437	33	2,117	159	22,376	1,384	6.2	6.96	18,508	1,313	7.80
Minneapolis	20,086	1,545	501	40	5,878	458	26,465	2,043	7.7	8.50	16,732	1,554	7.33
New Orleans	41,075	3,012	1,124	90	3,445	264	45,644	3,366	7.4	11.60	22,950	1,739	7.15
Oklahoma City	36,807	3,082	2,812	252	5,228	472	44,847	3,806	8.5	7.69	49,395	3,950	8.45
Salt Lake City	32,468	2,694	2,250	194	6,196	551	40,914	3,439	8.4	10.70	39,525	3,533	10.41
Spokane	7,491	692	470	43	2,105	209	10,066	944	9.4	14.84	11,632	1,085	24.85
Westcott	10,181	885	275	27	461	45	10,917	957	8.8	9.86	3,957	361	3.61
Total	541,966	43,618	31,875	2,761	94,180	8,025	668,021	54,404	8.1	8.50	631,527	52,349	8.48
Per Cent of Total	81.1		4.8		14.1		100.0						
Sales Over 1955	32,025		(2,435)		6,904		36,494						
Per Cent of Increase Over 1955	6.3		(7.1)		7.9		5.8						

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Commissioner's Exhibit No. 232-21

T.B.A. DIVISION SALES

JUNE 1956 VERSUS JUNE 1955

Division	Month of June 1956: Tires and Tubes Sales	Tires and Tubes Commission	Batteries Sales	Batteries Commission	Accessories Sales	Accessories Commission	Total T.B.A. Sales	Total T.B.A. Commission	Per Cent	Sales Per 1,000 Gal. of Gaso.	Month of June 1955: Total T.B.A. Sales	Total T.B.A. Commission	Sales Per 1,000 Gal. of Gaso.
Albuquerque	$ 51,587	$ 4,692	$ 4,094	$ 330	$ 2,509	$ 204	$58,090	$ 5,226	9.0	$10.38	$47,078	$ 4,102	$ 7.73
Butte	26,385	2,321	1,394	133	3,877	345	31,616	2,999	9.5	7.86	48,814	4,682	12.14
Chicago	70,983	5,516	7,608	654	5,663	483	84,194	6,653	7.9	10.76	51,608	3,889	6.55
Corpus Christi	16,637	1,317	980	86	1,369	127	19,186	1,530	8.0	7.99	19,336	1,592	9.18
Denver	69,680	5,387	6,203	504	12,246	977	88,069	6,868	8.2	8.1	103,531	8,444	9.80
Fort Worth	41,572	3,182	4,884	369	5,200	393	51,656	3,954	7.7	7.52	50,274	3,747	7.04
Houston	18,678	1,508	4,076	315	1,662	130	24,416	1,953	8.0	9.89	18,697	1,385	8.09
Kansas City	101,447	7,406	7,115	605	10,776	1,008	119,338	9,019	7.6	10.72	113,044	8,984	10.54
Lincoln	83,884	7,064	12,949	1,105	17,782	1,551	114,615	9,720	8.5	9.23	120,501	10,113	10.56
Memphis	36,990	2,157	1,794	146	2,324	177	41,108	2,480	6.0	13.56	27,908	1,633	10.66
Minneapolis	15,984	1,213	2,362	188	2,713	229	21,059	1,630	7.7	6.59	25,165	1,987	9.45
New Orleans	30,388	2,147	3,276	252	2,969	223	36,573	2,622	7.2	9.36	30,354	2,264	9.09
Oklahoma City	63,284	5,076	7,639	696	8,587	749	79,510	6,481	8.1	11.78	47,801	4,807	6.56
Salt Lake City	52,357	4,292	4,328	383	8,235	706	64,920	5,381	8.3	14.35	52,935	4,703	11.97
Spokane	11,136	1,042	704	70	2,605	251	14,445	1,363	9.4	19.57	11,394	1,074	21.51
Westcott	7,587	714	22	2	490	48	8,099	764	9.5	6.14	9,217	722	7.75
Total	$694,019	$55,244	$69,548	$5,798	$89,347	$7,601	$852,914	$68,643	8.0	$ 9.80	$778,111	$63,343	$ 7.91
Per Cent of Total	81.4		8.1		10.5		100.0						
Sales Over 1955	$ 31,741		$26,919		$(3,857)		$ 74,803						
Per Cent of Increase over 1955	8.1		63.1		(4.1)		9.6						

Commission's Exhibit 2632-22

JAX 414

EXHIBIT 7-44

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T.B.A. DIVISION SALES

CUMULATIVE THROUGH JUNE 1956 VERSUS JUNE 1955

Division	CUMULATIVE THROUGH JUNE 1956										CUMULATIVE THROUGH JUNE 1955		
	TIRES AND TUBES		BATTERIES		ACCESSORIES		TOTAL T.B.A.				TOTAL T.B.A.		
	Sales	Commission	Sales	Commission	Sales	Commission	Sales	Commission	Per Cent	Sales Per 1,000 Gal. of Gas.	Sales	Commission	Sales Per 1,000 Gal. of Gas.
Albuquerque	$224,247	$ 20,091	$ 19,894	$ 1,761	$ 31,748	$ 2,769	$275,889	$ 24,621	8.9	$ 9.54	$264,609	$23,041	$ 8.68
Butte	175,607	16,488	9,173	870	20,109	1,924	204,889	19,282	9.4	12.25	206,019	19,707	13.16
Chicago	269,287	23,415	33,865	2,896	39,209	3,369	362,361	29,680	8.2	8.59	345,995	27,139	8.51
Corpus Christi	54,397	4,469	6,120	516	8,897	727	69,414	5,712	8.2	5.00	54,446	-	-
Denver	292,825	23,745	34,440	2,734	56,911	4,458	384,176	30,937	8.1	7.60	375,718	30,318	7.82
Fort Worth	149,199	11,356	23,053	1,772	49,206	3,715	221,458	16,843	7.6	6.09	227,450	17,213	6.39
Houston	107,429	8,269	12,046	931	12,181	927	131,656	10,127	7.7	9.53	111,027	-	-
Kansas City	437,883	34,763	32,061	2,866	85,764	7,503	555,708	45,132	8.1	10.57	548,172	43,903	10.63
Lincoln	397,255	32,446	39,858	3,315	102,038	9,046	539,151	45,007	8.3	9.30	599,886	51,545	10.97
Memphis	121,996	7,037	7,076	552	14,810	1,175	143,882	8,764	6.1	8.69	121,799	-	-
Minneapolis	102,571	8,161	7,325	619	18,484	1,513	128,380	10,293	8.0	8.61	104,982	8,948	8.31
New Orleans	167,851	12,914	11,973	975	19,215	1,541	198,439	15,430	7.8	9.10	148,921	9,147	9.32
Oklahoma City	236,129	19,151	25,203	2,192	45,247	1,893	306,579	25,236	8.2	8.93	239,763	-	-
Salt Lake City	201,023	16,475	21,246	1,854	41,174	3,543	263,443	21,872	8.3	12.85	255,001	22,192	13.28
Spokane	43,925	3,939	4,054	388	13,119	1,240	61,098	5,567	9.1	17.31	52,210	4,703	21.69
Westcott	44,878	3,992	1,943	182	2,031	200	48,852	4,374	9.0	8.03	33,270	2,983	6.04
Total	$3,045,902	$246,711	$289,330	$24,623	$560,143	$47,543	$3,895,375	$318,877	8.2	$ 9.04	$3,728,828	$306,656	$ 9.14
Per Cent of Total	78.2		7.4		14.4		100.0						
Sales Over 1955	$105,279		$ 3,269		$57,999		$166,547						
Per Cent of Increase Over 1955	3.6		1.1		11.6		4.5						

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FEDERAL TRADE COMMISSION
FILED 1955

JAX 415
Commission's Exhibit 262-Z
EXHIBIT T-45
269

JAX 416

Commission's Exhibit 264

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 COMMISSION EXHIBIT NO. 264
IN THE MATTER OF B. F. Goodrich Co. et al
DATE 11/1/63 WITNESS —
ACE REPORTING CO., Official Reporter
By Brown

In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 2(a) OF SPECIFICATION IV OF SUBPOENA

The following pertains to the sales commission arrangement between Conoco and the B. F. Goodrich Company.

The commodities subject to sales commission are the net purchases of:

Tires & Tubes - B. F. Goodrich new first-class Passenger, Truck & Bus, Farm, Solids, Industrials, Vulcanized-On; and Retreads, Recaps, and Recapping Service when purchased from a B. F. Goodrich Recap Plant.

Batteries - B. F. Goodrich Batteries and Battery Parts.

B. F. Goodrich Accessories, B. F. Goodrich Repair and Treading Materials and Auto and Home Supplies, Schrader and Dill Hardware -

See below for exceptions; otherwise, sales commission shall be paid on all items shown and listed in the following B. F. Goodrich Auto and Home Supply Catalogs*:

Automotive Supplies and Tools Catalog
Hardware - Fan Catalog
Home Radios - Television-Appliances Catalog
Seat Covers Catalog
Bicycles - Wheel Goods Catalog
Christmas Toys Catalog

These commodities are not subject to sales commission:

Seconds	Chargers and Testers	Promotional Leader Items
Rejects	Battery Service Kits	Major Appliances (Electric Ranges, Water Heaters, Refrigerators & Freezers, Laundry Equipment, Space Heaters).
Adjustments	Battery Equipment	
Stationery	Advertising	
Repairs	Anti-Freeze Testers	
Transportation Charges	Power Lawn Mowers	
Wheels, Rims and Parts	Motorola Home Radios & Television Sets	
Rental Batteries		

* Copies of the listed catalogs are not attached, pursuant to agreement of Counsel.

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263-

JAX 417

Commission's Exhibit 267A

FEDERAL TRADE COMMISSION
DOCKET NO. 6485 FILE NO. 2624
B.F. Goodrich Co. et al
DATE 11/7/57 FILED
Official Reporter
By Gaw

In the Matter of
The B.F. Goodrich
Company, Et Al
FTC Docket #6485

RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 3(b) OF SPECIFICATION IV OF SUBPOENA

When Continental Oil Company entered its TBA program in 1952, the program was set up under the direction of an Assistant General Sales Manager. At that time the following new positions in Marketing Headquarters were established, and the primary concern of the personnel who filled these positions was the promotion of TBA sales:

Manager, TBA Sales
Two Assistant Managers, TBA Sales
One Clerk
One Secretary

In addition to the above headquarters personnel, ten new Assistant Division Managers were added, one for each of the following Divisions:

Albuquerque, New Mexico
Butte, Montana
Chicago, Illinois
Denver, Colorado
Fort Worth, Texas
Houston, Texas
Kansas City, Missouri
Lincoln, Nebraska
Oklahoma City, Oklahoma
Salt Lake City, Utah

Responsibility of the promotion of TBA sales was added to the regular duties of the following personnel:

Marketing Department	1952	1953	1954	1955
Regional Managers	5	5	5	5
Regional Sales Development Managers	0	0	0	4
Division Managers	10	10	12	10
Coordinating Assistant Division Managers	10	10	10	10
Assistant Division Managers	40	45	47	44
City Managers	19	24	25	24
Jobber Salesmen	25	9	9	10
District Sales Representatives	152	164	146	141
Merchandisers	77	88	137	160
City Salesmen	29	33	35	33
Total	367	388	426	441

267 102 267(a)

JAX 418

Commission's Exhibit 267B

Response to Item 3(b)
of Specification IV
Page Two

The Conoco Marketing Department was reorganized in 1956. The title Coordinating Assistant Division Manager was changed to Assistant Division Manager. The other Assistant Division Managers became District Managers, and in most cases their headquarters were moved from the Division Office to a District Headquarters point in their districts. Below is the new personnel set-up for the operating field offices of the Marketing Department, showing the personnel who are primarily responsible for promoting the sale of Goodrich TBA to Conoco outlets in equal degree to their responsibility for promoting the sale of Conoco products:

5	Regional Managers of Marketing
5	Regional Assistant Managers of Marketing
5	Regional Sales Development Managers
5	Regional Sales Operations Managers
13	Division Managers
14	Assistant Division Managers
44	District Managers
13	City Sales Managers
318	District Sales Representatives
12	Jobber Salesmen
54	Sales Representatives
488	Total

270

ION

6485 — 267 (6)

JAX 419

Commission's Exhibit 267C

In the Matter of
The B. F. Goodrich
Company Et Al
FTC Docket #6485

ADDENDUM TO RESPONSE OF CONTINENTAL OIL COMPANY
TO
ITEM 3(b) OF SPECIFICATION IV OF SUBPOENA

Although Continental Oil Company maintains no time records and has made no time studies, it is our estimate, based upon knowledge of operations and experience that the percentage of time spent by Continental Oil Company personnel in promoting the sale of TBA or in the promotion of our TBA program is as follows:

MARKETING HEADQUARTERS OFFICE

Administrative Vice President of Marketing	3 - 5%
General Manager of Marketing	3 - 5%
Assistant General Manager of Marketing	5 - 10%
Director of Retail Marketing	10 - 12%
Manager of TBA Sales	100%
Assistant Manager of TBA Sales	100%
Manager of Sales Promotion	10 - 12%
Manager of Sales Training	3 - 5%
Assistant Managers (2) of Sales Training	3 - 5%

FIELD OFFICES

Regional Managers of Marketing	4 - 5%
Regional Assistant Managers of Marketing	5%
Regional Sales Development Managers	18 - 20%
Regional Sales Operations Managers	2%
Division Managers	8 - 10%
Assistant Division Managers	10%
District Managers	12 - 15%
City Sales Managers	12 - 15%
District Sales Representatives	15%
Jobber Salesmen	8 - 10%
Sales Representatives	15%

271

FEDERAL ... 8518
DOCKET NO. 6485 2-6-7 (c)
165

JAX 420

Commission's Exhibit 268G

The B. F. Goodrich Company's sales commission agreements with The Texas Company, Continental Oil Company, Ohio Oil Company, Emblem Oil Company, Shell-American Petroleum Company and Jenny Manufacturing Company provide for the payment of commissions on sales to outlets of those companies as follows:

> New tires and tubes, new batteries and accessories, as listed in three accompanying catalogues (B.F. Goodrich 1957 Automotive Supplies and Tools Wholesale Catalogue, issued February 1957; B. F. Goodrich Fall and Winter Home Radios, Television and Appliances Wholesale Catalogue, issued October 1956; and B. F. Goodrich Lawn and Garden Supplies, Recreational and Picnic Supplies and Electrical Supplies 1957 Wholesale Catalogue, issued December 1956).

Items not subject to the payment of commissions are as follows:

> Seconds, rejects, adjustments, tire repairs, transportation charges, wheels, rims & parts, rental batteries, battery chargers and testers, battery equipment, battery service kits, battery acid, advertising material, stationery, antifreeze testers, power lawn mowers, home radio and television sets, major electric appliances (electric ranges, water heaters, refrigerators and freezers, laundry equipment, space heaters), and promotional leader items.

FEDERAL TRADE COMMISSION
DOCKET NO. 6785 EXHIBIT NO. 268-G
IN THE MATTER OF Goodrich
DATE NOV 1957 WITNESS Hoban
ACE REPORTING CO., Official Reporters
By Monick

JAX 421

Commission's Exhibit 269

Made in U.S.A.

A/C Rec. "A"
Sta. # 220

DEBIT OR CREDIT MEMORANDUM

Form 8-417C, 10-48-100

Denver, Colorado. 8/20 19 54

James E. Salcedek
13th & Deer Park Blvd.
Omaha, Nebraska

FEDERAL TRADE COMMISSION
DOCKET NO. 4611 RECEIVED EXHIBIT NO. 269
IN THE MATTER OF: WITNESS: [illegible]
[illegible] CO. Official Reporter

DENVER DIVISION

We to day credit your account as follows:

EXPLANATION				AMOUNT
Quantity deferred discount earned on Motor Lubricants				
purchased on S-2070 Contract # D-32081				
From 7/25/53 to 7/23/54				
3277.78 Gallons Oil @ .06			$ 196.67	
Less: Discount allowed at time of delivery				
2700 Lbs. Grease @ .01			$ 27.00	
Less: Discount allowed at time of delivery				223 67
See S-261 Card in PRICE GROUP FILE				
CHARGE: Sundries Class 29 - $ 196.67				
CHARGE: Sundries Class 49 - $ 27.00				
Copy to SUPT. SALES PROMOTION				
Copy to PRICE GROUP				
PT 121.29				
#448				

THE TEXAS COMPANY

Approved _____ By _____

8010

JAX 422

Commission's Exhibit 270

CX 270

THE TEXAS COMPANY

TEXACO PETROLEUM PRODUCTS

FEDERAL TRADE COMMISSION
DOCKET NO. 6115 RESPONDENT EXHIBIT NO. 270
IN THE MATTER OF B.F. Goodrich Co.
DATE 10/14/57 WITNESS Hinson
ACE REPORTING CO., Official Reporters
By

September 17, 1956

12101 So. Peoria St.
Chicago 43, Ill.

Kiemiec & Grelecki
552 Burnham Ave.
Calumet City, Ill.

Gentlemen:

This is to advise that our new Texaco service station at 21st & Clark, Gary, Ind. will soon be opened for business and that we have selected Mr. Warren Dotson as the dealer. His home address is 832 W. 19th St., Gary and his phone number is TUrner 5-4244.

Please feel free to call on him and solicit his T.P.A. business.

Yours very truly,
THE TEXAS COMPANY

W. M. Fisher

W. M. Fisher
Zone Manager

WMF/z

9-19-56

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